

1980

c 452 Residential Tenancies Act

Ontario

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CHAPTER 452

Residential Tenancies Act

1.—(1) In this Act,

Interpre-
tation

- (a) “benefits and obligations” includes all benefits and obligations, regardless of whether they touch and concern the land and regardless of whether they relate to things that were in existence at the time the tenancy agreement was made;
- (b) “caretaker’s unit” means a rental unit used by a person employed as a caretaker, janitor, manager, watchman, security guard or superintendent in respect of the residential complex in which the rental unit is situated;
- (c) “Commission” means the Residential Tenancy Commission referred to in Part VIII;
- (d) “landlord” includes the owner, or other person permitting occupancy of a rental unit, and his heirs, assigns, personal representatives and successors in title and a person, other than a tenant occupying the rental unit, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;
- (e) “mail” means first-class, registered or certified mail;
- (f) “Minister” means the Minister of Consumer and Commercial Relations or such other member of the Executive Council as is designated by the Lieutenant Governor in Council to administer this Act;
- (g) “mobile home” means any dwelling that is designed to be made mobile, and constructed or manufactured to provide a permanent residence for one or more persons, but does not include a travel trailer or tent trailer or trailer otherwise designed;

R.S.O. 1980,
c. 91

- (h) "mobile home park" means the rental units, and the land, structures, services and facilities of which the landlord retains possession and that are intended for the common use and enjoyment of the tenants of the landlord, where two or more occupied mobile homes are located for a period of sixty days or more;
- (i) "non-profit co-operative housing corporation" means a corporation incorporated without share capital under the *Co-operative Corporations Act* or any predecessor thereof or under similar legislation of Canada or any province, the main purpose and activity of which is the provision of housing for its members, and the charter or by-laws of which provide that,
- (i) its activities shall be carried on without the purpose of gain for its members,
 - (ii) on dissolution, its property after payment of its debts and liabilities shall be distributed to non-profit or charitable organizations,
 - (iii) housing charges, other charges similar to rent, or any other charges payable by members are decided by a vote of the members or of a body duly elected or appointed by the members, or a committee thereof, and
 - (iv) termination of occupancy rights may be brought about only by a vote of the members or of a body duly elected or appointed by the members, or a committee thereof, and that the member whose occupancy rights are terminated has a right to appear and make representations prior to such vote;
- (j) "prescribed" means prescribed by the regulations made under this Act;
- (k) "rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or his agent for the right to occupy a rental unit and for any services and facilities, privilege, accommodation or thing that the landlord provides for the tenant in

respect of his occupancy of the rental unit, whether or not a separate charge is made for such services and facilities, privilege, accommodation or thing;

(l) "rent deposit" means a security deposit that section 9 does not prohibit a landlord from requiring or receiving;

(m) "rental unit" means any living accommodation or site for a mobile home used or intended for use as rented residential premises and includes a room in a boarding house or lodging house;

(n) "residential complex" means a building, related group of buildings or mobile home park, in which one or more rental units are located and includes all common areas, services and facilities available for the use of residents of the building, buildings or park;

(o) "security deposit" means money or any property or right paid or given by a tenant to a landlord or his agent or to anyone on his behalf to be held by or for the account of the landlord as security for the performance of an obligation or the payment of a liability of the tenant or to be returned to the tenant upon the happening of a condition;

(p) "services and facilities" includes,

- (i) furniture, appliances and furnishings,
- (ii) parking and related facilities,
- (iii) laundry facilities,
- (iv) elevator facilities,
- (v) common recreational facilities,
- (vi) garbage facilities and related services,
- (vii) cleaning or maintenance services,
- (viii) storage facilities,
- (ix) intercom systems,

- (x) cablevision facilities,
- (xi) heating facilities or services,
- (xii) air-conditioning facilities,
- (xiii) utilities and related services,
- (xiv) security services or facilities;

(q) "subsidized public housing" means a rental unit rented to persons or families of low or modest income at reduced rents by reason of public funding provided by the Government of Canada, Ontario or a municipality, including a regional, district or metropolitan municipality, or by any agency thereof, pursuant to the *National Housing Act* (Canada), the *Housing Development Act* or the *Ontario Housing Corporation Act*, and where the amount of the reduced rent is determined by the income of the tenant;

(r) "tenancy agreement" means an agreement between a landlord and a tenant for occupancy of a rental unit, whether written, oral or implied;

(s) "tenant" means a person who pays rent in return for the right to occupy a rental unit and his heirs, assigns and personal representatives and a sub-tenant is a tenant of the person giving the sub-tenant the right to occupy the rental unit.

Idem

(2) For the purposes of this Act, a tenant has vacated the rental unit and the residential complex where the tenancy has been properly terminated and,

- (a) the tenant has left the rental unit and informed the landlord that he does not intend to return; or
- (b) the tenant does not ordinarily live in the rental unit, and the rent he has paid, including any rent deposit if it was applied, is no longer sufficient to meet the tenant's obligation to pay rent.

Idem

(3) For the purposes of this Act, a tenant has abandoned the rental unit and the residential complex where the tenancy has not been properly terminated and,

- (a) the tenant has left the rental unit and informed the landlord that he does not intend to return; or

- (b) the tenant does not ordinarily live in the rental unit, has not expressed an intention to resume living in the rental unit, and the rent he has paid, including any rent deposit if it was applied, is no longer sufficient to meet the tenant's obligation to pay rent.—1979, c. 78, s. 1.

2.—(1) This Act applies to rental units in residential complexes and to tenancy agreements, despite any other Act and despite any agreement or waiver to the contrary.

Application
of Act

(2) Where a provision of this Act conflicts with a provision of any other Act, other than the *Condominium Act*, the provision of this Act applies. 1979, c. 78, s. 2.

Conflict
R.S.O. 1980,
c. 84

3. This Act is binding on the Crown. 1979, c. 78, s. 3.

Act binds
Crown

4. This Act does not apply to,

Exemptions
from Act

- (a) transient living accommodation provided in a hotel, motel, inn, tourist home, hostel or other similar accommodation;
- (b) living accommodation occupied as a vacation home for a seasonal or temporary period;
- (c) living accommodation, whether situate on or off a farm, where occupancy of the premises is conditional upon the occupant continuing to be employed on the farm;
- (d) living accommodation provided by a non-profit co-operative housing corporation to its members;
- (e) living accommodation occupied by a person for penal, correctional, rehabilitative or therapeutic purposes or for the purpose of receiving care;
- (f) living accommodation established to temporarily shelter persons in need;
- (g) living accommodation provided in connection with the purposes for which the institution is established by a hospital, a nursing home or a home for the aged;
- (h) living accommodation provided by an educational institution to its students or staff where,
- (i) the living accommodation is provided primarily to persons under the age of majority, or

- (ii) all major questions related to the living accommodation are decided after consultation with a council or association representing the residents,

unless the living accommodation has its own self-contained bathroom and kitchen facilities and is intended for year-round occupation by full-time students or staff and members of their households;

- (i) living accommodation situate in a building or project used in whole or in part for non-residential purposes where the occupancy of the living accommodation is necessarily connected with the employment of the occupant in, or the performance by him of services related to, a non-residential business or enterprise carried on in the building or project.
- (j) premises occupied for business or agricultural purposes with living accommodation attached under a single lease unless the person occupying the living accommodation is a person other than the person occupying the premises for business or agricultural purposes, in which case the living accommodation shall be deemed to be a rental unit. 1979, c. 78, s. 4.

PART I

TENANCY AGREEMENTS

Agreement
may be oral,
written or
implied

5.—(1) A tenancy agreement may be made orally or in writing or may be implied.

Term
of oral or
implied
agreement

(2) An oral or implied tenancy agreement for a term or period greater than one year shall be deemed to be a tenancy agreement for one year only.

Standard
form of
agreement

(3) A written tenancy agreement shall be in the form set out in the Schedule hereto and shall be signed by the parties or their agents.

Where tenancy
agreement
deemed to be
in writing

(4) A tenancy agreement shall be deemed to be in writing where it has been signed by one party or his agent, given to the other party or his agent, and thereafter the tenant is permitted by the landlord to take occupancy of the rental unit.

Agreement
deemed to
include
provisions
of standard
form

(5) Every tenancy agreement not in the form set out in the Schedule shall be deemed to include the provisions of the form set out in the Schedule and any provision of the

tenancy agreement that is inconsistent with the provisions of the form set out in the Schedule or this Act is void.

(6) The *Short Forms of Leases Act* does not apply to tenancy agreements made under this Act.

Non-application of R.S.O. 1980, c. 473

(7) The term or period of a tenancy shall be measured from the date the tenant is entitled to occupy the rental unit under the tenancy agreement.

Commencement of tenancy

(8) All tenancy agreements are capable of taking effect at law or in equity from the date fixed for the commencement of the term or period regardless of whether the tenant has occupied the rental unit.

Agreements take effect without occupancy

(9) Where, on the application of a tenant, the Commission determines that the tenant was not permitted to occupy the rental unit in accordance with the tenancy agreement, the Commission may make an order requiring the landlord to compensate the tenant for loss suffered as a result of not being permitted to occupy the unit, but nothing in this subsection prevents the tenant from applying to a county or district court or to the Supreme Court for specific performance of the tenancy agreement. 1979, c. 78, s. 5.

Remedy where occupancy not given

6.—(1) In addition to the benefits and obligations contained in the form of tenancy agreement set out in the Schedule, a landlord and tenant may provide in a written tenancy agreement for other benefits and obligations which do not conflict with this Act, but where an obligation concerns the tenant's use, occupancy or maintenance of the rental unit or residential complex or use of services and facilities provided by the landlord, the obligation cannot be enforced unless it is reasonable in all the circumstances.

Additions to standard form

(2) A landlord shall not establish or modify, nor can he enforce, rules concerning the tenant's use, occupancy or maintenance of the rental unit or residential complex or use of services and facilities provided by the landlord unless they are in writing, made known to the tenant and reasonable in all the circumstances.

House rules to be reasonable

(3) Unless shown to be otherwise, for the purposes of this section, a rule or obligation is reasonable where it is,

Where rule reasonable

(a) intended to,

(i) promote fair distribution of services and facilities to the occupants of the residential complex,

- (ii) promote the safety or welfare of persons working or residing in the residential complex, or
- (iii) protect the landlord's property from abuse;
- (b) reasonably related to the purpose for which it is intended;
- (c) applicable to all tenants in a fair manner; and
- (d) sufficiently clear in its prohibition, direction or limitation of the tenant's conduct to inform him of what he must do or must not do in order to comply with it.

Determination
of
reasonableness

(4) A landlord or a tenant may apply to the Commission to determine whether a rule or obligation is reasonable in all the circumstances.

Where
compliance
order not to
issue

(5) Where the Commission determines that the tenant has breached the obligation imposed by subsection 40 (1) (compliance with additional obligations), no order shall be made under clause 40 (4) (a) or (b) unless the Commission is of the opinion that the breach has resulted in damage beyond ordinary wear and tear to the rental unit or residential complex or unreasonable interference with,

(a) the safety; or

(b) the enjoyment for all usual purposes by the landlord or any tenant or members of their households,

of the residential complex or any rental unit. 1979, c. 78, s. 6.

Accelerated
rent
prohibited

7.—(1) A tenancy agreement shall not contain any provision to the effect that a breach of the tenant's obligations under the tenancy agreement or this Act results in the whole or any part of the remaining rent becoming due and payable, or results in a specific sum becoming due and payable, and any provision of this kind is void.

Remedy
where
accelerated
rent paid

(2) Where, on the application of a tenant, the Commission determines that any moneys that the tenant has paid to the landlord have been paid under a provision in the tenancy agreement that is void under subsection (1), the Commission shall make an order requiring the landlord to repay to the tenant the moneys so paid. 1979, c. 78, s. 7.

8.—(1) Where a prospective tenant, at the request of a landlord, signs a document, the tenant is entitled to retain a copy of the document that he has signed.

Tenant
entitled to
retain copy
of signed
document

(2) Where a tenancy agreement is in writing, the landlord shall ensure that a copy of the agreement, signed by the landlord and the tenant, is given to the tenant within twenty-one days after it has been signed by the tenant and given to the landlord.

Delivery
of copy
of tenancy
agreement

(3) Where the copy of the tenancy agreement is not given to the tenant in accordance with subsection (2) then, until the copy is given to the tenant,

Failure to
deliver
copy of
agreement

(a) the landlord's right to enforce the tenant's obligation to pay rent is postponed; and

(b) any obligations of the tenant in addition to those contained in the form of tenancy agreement set out in the Schedule do not apply. 1979, c. 78, s. 8.

9.—(1) A landlord shall not require or receive a security deposit from a tenant other than,

Security
deposits

(a) in the case of a weekly tenancy, the rent for a period not exceeding one week; or

(b) in the case of a tenancy other than a weekly tenancy, the rent for a period not exceeding one month,

which shall be applied only in payment of the rent for the period immediately preceding the termination of the tenancy.

(2) Subject to subsection (3), a rent deposit may be required only at the commencement of the tenancy.

When rent
deposit may
be required

(3) Where there has been a lawful rent increase, a landlord may require the tenant to pay, as an addition to the rent deposit, the amount necessary to increase the deposit to a sum not exceeding the new rent for the period to which the deposit is applicable.

Where rent
increased

(4) A landlord shall pay annually to the tenant interest on the rent deposit at the rate of 9 per cent per year.

Interest

(5) Where, on the application of a landlord or a tenant, the Commission determines that any sum of money is payable under this section or that a sum of money has been paid

Remedies

in excess of that permitted, the Commission may make an order requiring the payment of money in accordance with its determination. 1979, c. 78, s. 9.

Additional
charges
prohibited

10.—(1) A landlord shall not require or receive from a prospective tenant any payment, except rent, in respect of the granting of a tenancy, but nothing in this section prevents a landlord from charging a tenant or prospective tenant for improvements to the rental unit requested by the tenant or prospective tenant where the improvements would not ordinarily be the responsibility of the landlord and any charge for the requested improvements shall be deemed not to be a rent increase under this Act.

Remedy

(2) Where, on the application of a tenant or prospective tenant, the Commission determines that the tenant or prospective tenant has made any payment prohibited by subsection (1), the Commission may make an order requiring the landlord to return the payment to the tenant or prospective tenant. 1979, c. 78, s. 10.

Post-dated
cheques

11.—(1) A landlord or a tenancy agreement shall not require the delivery of any post-dated cheque or other negotiable instrument to be used for payment of rent.

Credit cards

(2) A landlord shall not require or accept the payment of rent by means of a credit card. 1979, c. 78, s. 11.

Permission
to breach
obligation

12. Express permission to breach, or the failure to enforce, an obligation under a tenancy agreement or this Act does not prevent the enforcement of the obligation where another breach occurs. 1979, c. 78, s. 12.

Application of
R.S.O. 1980,
c. 232

13. To the extent that they are consistent with this Act, sections 38 and 39 of the *Landlord and Tenant Act* (which concern the effects of a tenant's bankruptcy) apply to rental units and tenancy agreements under this Act. 1979, c. 78, s. 13.

PART II

CHANGE OF LANDLORD OR TENANT

GENERAL

Change of
landlord,
benefits and
obligations
continue

14. Where there has been a change of landlord, all benefits and obligations arising under this Act, and any additional benefits and obligations arising under a written tenancy agreement, bind the new landlord. 1979, c. 78, s. 14.

Change
of tenant,
benefits and
obligations
continue

15. Where there has been an assignment of a tenancy agreement by a tenant, all benefits and obligations arising

under this Act, and any additional benefits and obligations arising under a written tenancy agreement, bind the new tenant. 1979, c. 78, s. 15.

ASSIGNMENT AND SUBLETTING

16.—(1) A tenant may, subject to subsection (2), transfer ^{Right to assign or sublet} his right to occupy the rental unit to another person, but the transfer may only be one of the following types:

1. Where the tenant does not intend to return to the rental unit, he may give up all his interest in the rental unit to the other person, in which case the transfer shall be called an assignment.
2. Where the tenant intends to return to the rental unit, he may give the right to occupy the rental unit to the other person for a term ending on a specified date before the end of the tenant's term or period and provide that the tenant will resume occupancy on that date, in which case the transfer shall be called a subletting.

(2) An assignment or subletting is not valid unless, ^{Consent}

- (a) the landlord has given his written consent, which consent shall not be unreasonably withheld; or
- (b) the Commission has made an order permitting the assignment or subletting to be made without the landlord's written consent.

(3) A landlord shall not make any charge ^{Charge for consent} for giving the consent referred to in clause (2) (a) except a sum to compensate the landlord for his reasonable expenses arising from the assignment or subletting, not exceeding \$50.

(4) Consent to assign or consent to sublet shall be in the ^{Form of consent} prescribed form and shall be signed by the landlord or his agent.

(5) An assignment shall be in the prescribed form and shall be signed by the tenant and the new tenant or their agents and, where there is a written tenancy agreement, a copy shall be attached. ^{Form of assignment}

(6) A subletting agreement shall be in the prescribed form ^{Form of subletting agreement} and shall be signed by the tenant and the sub-tenant or their

agents and, where there is a written tenancy agreement, a copy shall be attached.

When
assignment
or subletting
takes effect

(7) An assignment or subletting takes effect on the date the new tenant or sub-tenant is entitled to occupancy.

Subsidized
public
housing

(8) Subsection (1) does not apply to a tenant of subsidized public housing.

Remedies

(9) Where, on the application of a landlord or a tenant, the Commission determines any question arising under this section, the Commission may make an order,

(a) where the landlord has unreasonably withheld his consent, permitting the assignment or subletting to be made without the landlord's written consent; or

(b) directing the payment of any moneys that are payable by one to the other. 1979, c. 78, s. 16.

Improper
assignment
or subletting:
remedy

17.—(1) Where, on the application of a landlord brought within sixty days of his learning of a transfer of occupancy, the Commission determines that there has been a transfer of occupancy that does not comply with, or is not permitted by, section 16, the Commission may make an order evicting the occupant on the earliest reasonable date.

Deemed
valid
assignment

(2) Where the landlord has not applied under subsection (1), the transfer of occupancy shall be deemed to have been a valid assignment from the time the new tenant first occupied the rental unit.

Delivery
of copy of
tenancy
agreement

(3) Where a transfer of occupancy has been deemed to be an assignment, the new tenant shall be entitled to demand a copy of the written tenancy agreement, if any, that is applicable to the rental unit.

Failure to
deliver copy
of
agreement

(4) Where a copy of the applicable written tenancy agreement is not given to the new tenant within twenty-one days of the new tenant's demand for it, then, until the copy is given to the new tenant or until the landlord has offered to enter into a new tenancy agreement with him,

(a) the landlord's right to enforce the new tenant's obligation to pay rent is postponed; and

(b) any obligations of the new tenant in addition to those contained in the form of tenancy agreement set out in the Schedule do not apply. 1979, c. 78, s. 17.

18. Where there has been an assignment under this Act, Consequences of assignment

- (a) the new tenant is liable to the landlord for any breach of the tenant's obligations under the tenancy agreement or this Act, where the breach relates to the period after the assignment, whether or not the breach began before the assignment;
- (b) the former tenant is liable to the landlord for any breach of the tenant's obligations under the tenancy agreement or this Act, where the breach relates to the period before the assignment;
- (c) the new tenant is entitled to enforce against the landlord any obligation of the landlord under the tenancy agreement or this Act, where the breach of obligation relates to the period after the assignment, whether or not the breach began before the assignment;
- (d) the former tenant is entitled to enforce against the landlord any obligation of the landlord under the tenancy agreement or this Act, where the breach of obligation relates to the period before the assignment; and
- (e) where the former tenant has started a proceeding under this Act before the assignment, and the benefits or obligations of the new tenant may be affected, the new tenant is entitled to join in or continue the proceeding. 1979, c. 78, s. 18.

19. Where there has been a subletting under section 16, Consequences of subletting

- (a) the tenant remains entitled to the benefits, and is liable to the landlord for the breaches of the tenant's obligations, under the tenancy agreement or this Act during the term of the subletting;
- (b) the sub-tenant is entitled to the benefits, and is liable to the tenant for the breaches of the sub-tenant's obligations, under the subletting agreement or this Act during the term of the subletting. 1979, c. 78, s. 19.

20.—(1) A sub-tenant has no right to occupy the rental unit after the end of the term of the subletting. When sub-tenant must vacate

(2) Where, on the application of a tenant or a landlord, the Commission determines that a sub-tenant has continued Remedy against overholding sub-tenant

to occupy the rental unit after the end of the term of the subletting, the Commission may make an order evicting the sub-tenant on the earliest reasonable date.

Deemed
valid
assignment

(3) Where a tenant or a landlord has not applied under subsection (2) within sixty days after the end of the term of the subletting and the sub-tenant has continued to occupy the rental unit, a valid assignment to the sub-tenant shall be deemed to have taken place on the date the sub-tenant first occupied the unit under the subletting agreement. 1979, c. 78, s. 20.

CHANGE OF LANDLORD

Landlord's
right to sell,
mortgage, etc.

21.—(1) No sale, mortgage or other dealing with the landlord's interest in the residential complex depends for its validity on the acceptance of the transaction by the tenants of the residential complex.

Person to
whom rent
is payable

(2) A tenant may continue, without prejudice, to pay rent to his landlord until he has received written notice that another person has acquired the landlord's right to possession of the residential complex and is attempting to enforce any of the rights of the landlord under the tenancy agreement or this Act, including the right to collect rent.

Where
tenant
uncertain

(3) Where a tenant is uncertain about who is entitled to be paid the rent, he may request the Commission to enquire into the matter and where the Commission is unable to ascertain the person entitled to the rent, the Commission may direct the tenant to pay his rent to the Commission until the person entitled to the rent is determined, at which time the rent shall be paid to that person. 1979, c. 78, s. 21.

Consequences
of change of
landlord

22. Where there has been a change of landlord,

- (a) the new landlord is liable to a tenant for any breach of the landlord's obligations under the tenancy agreement or this Act, where the breach relates to the period after the change of landlord, whether or not the breach began before the change of landlord;
- (b) the former landlord is liable to a tenant for any breach of the landlord's obligations under the tenancy agreement or this Act, where the breach relates to the period before the change of landlord;
- (c) the new landlord is entitled to enforce against a tenant any obligation of the tenant under the tenancy agreement or this Act, where the breach

of obligation relates to the period after the change of landlord, whether or not the breach began before the change of landlord;

(d) the former landlord is entitled to enforce against a tenant any obligation of the tenant under the tenancy agreement or this Act, where the breach of obligation relates to the period before the change of landlord; and

(e) where the former landlord has started a proceeding under this Act before the change of landlord, and the benefits or obligations of the new landlord may be affected, the new landlord is entitled to join in or continue the proceeding. 1979, c. 78, s. 22.

PART III

BENEFITS AND OBLIGATIONS

SECURITY OF TENURE

23.—(1) A tenancy may not be terminated except in accordance with this Act. Restriction on termination of tenancy

(2) A landlord shall not regain possession of a rental unit unless, Restriction on recovery of possession

(a) a writ of possession has authorized the regaining of possession; or

(b) the tenant has vacated or abandoned the rental unit. 1979, c. 78, s. 23.

24.—(1) Where a tenancy agreement specifies a date for the tenancy agreement to end, the landlord and tenant shall be deemed to have renewed the tenancy agreement on that date as a monthly tenancy with the same benefits and obligations as existed under the former tenancy agreement, subject to a rent increase that complies with section 60 (notice of rent increase). Automatic renewal of tenancy

(2) Subsection (1) applies where, Application of subs. (1)

(a) the landlord and tenant have not entered into a new tenancy agreement; and

(b) the tenancy has not been terminated in accordance with this Act. 1979, c. 78, s. 24.

MUTUAL OBLIGATIONS

Change of
locks:
rental unit

25.—(1) A landlord or tenant shall not change the locks on any entrance to the rental unit without the agreement of the other party made at the time of the change.

residential
complex

(2) A landlord or tenant shall not change the locks on any entrance to the residential complex so as to unreasonably interfere with the other's access to the complex.

Remedies

(3) Where, on the application of a landlord or a tenant, the Commission determines that an obligation imposed by this section has been breached, the Commission may make an order,

- (a) requiring the person who breached the obligation to give access to the residential complex or rental unit;
- (b) requiring the person who breached the obligation to not breach the obligation again;
- (c) requiring the person who breached the obligation to compensate the party affected for loss suffered as a result of the breach. 1979, c. 78, s. 25.

Tenant's
right to
privacy

26.—(1) A landlord shall not enter a rental unit unless he is given the right to do so by this section.

Landlord's
right to
enter

(2) A landlord has the right to enter a rental unit, and the tenant shall permit the landlord to enter,

- (a) to perform the landlord's obligations under the tenancy agreement and this Act;
- (b) to inspect the rental unit where the tenant has requested his consent to an assignment or subletting;
- (c) to show the rental unit to prospective tenants after the tenant has given notice to terminate the tenancy, the landlord and tenant have agreed to terminate or the Commission has made an order terminating the tenancy;
- (d) to inspect the rental unit and to permit a mortgagee or prospective mortgagee or an insurer or prospective insurer to inspect the unit where a mortgage or insurance coverage is being arranged or is required to be renewed on the residential complex;

- (e) to inspect the rental unit on the day the tenant is required to vacate the unit to determine if the tenant has fulfilled his obligations under the tenancy agreement and this Act.

(3) A landlord who intends to exercise the right to enter given by subsection (2) shall first give written notice to the tenant at least forty-eight hours before the first time of entry under the notice, specifying the purpose of the entry and the days and the hours during which the landlord intends to enter the rental unit, and those hours must be between 9 a.m. and 9 p.m. Need for notice

(4) Unless the tenant objects to the days and hours set out in the landlord's notice and specifies alternative days and hours that are reasonable in the circumstances, the landlord may enter in accordance with the notice given under subsection (3). Tenant may specify alternative hours

(5) A landlord has the right to enter the rental unit without giving the notice required by subsection (3) where, Entry without notice

- (a) an emergency exists, in which case the tenant shall permit the landlord to enter;
- (b) the tenant consents at the time of entry; or
- (c) the landlord has good reason to believe that the tenant has vacated or abandoned the rental unit.

(6) A landlord has the right to enter a rental unit, and the tenant shall permit the landlord to enter, to show the rental unit to prospective purchasers of the residential complex, Landlord's right to enter to show unit to prospective purchasers of complex

- (a) at times agreed to between the landlord and the tenant; or
- (b) where there is no agreement, on the days and at the hours specified by the Commission on the application of either the landlord or the tenant.

(7) Where, on the application of a landlord or a tenant, the Commission determines that an obligation imposed by this section has been breached, the Commission may make an order, Remedies

- (a) requiring the person who breached the obligation to not breach the obligation again;

- (b) requiring the person who breached the obligation to compensate the affected party for loss suffered as a result of the breach. 1979, c. 78, s. 26.

Duty to
minimize
losses

27.—(1) Where a landlord or a tenant becomes liable to pay compensation as a result of a breach of the tenancy agreement or this Act, the person entitled to claim the compensation has a duty to take reasonable steps to minimize his losses.

Landlord's
duty where
tenant
abandons

(2) Where a tenant abandons a rental unit, the landlord shall endeavour, in minimizing his losses as required by subsection (1), to re-rent the rental unit as soon as is practicable and at a reasonable rent. 1979, c. 78, s. 27.

LANDLORD'S OBLIGATIONS

Landlord's
responsibility
to repair

28.—(1) A landlord is responsible for providing and maintaining,

- (a) the rental unit;
- (b) the residential complex; and
- (c) all services and facilities promised by the landlord whether or not included in a written tenancy agreement,

in a good state of repair and fit for habitation during the tenancy and for complying with health, safety and maintenance and occupancy standards required by law.

Reduction
of services,
etc.

(2) Any substantial reduction in the provision of services and facilities shall be deemed to be a breach of subsection (1).

Knowledge of
non-repair
immaterial

(3) Subsection (1) applies regardless of whether any state of non-repair existed to the knowledge of the tenant before the tenancy agreement was entered into.

Remedies

(4) Where, on the application of a tenant, the Commission determines that the landlord has breached the obligation imposed by this section, the Commission may make an order,

- (a) requiring the landlord to comply with his obligation;
- (b) requiring the landlord to not breach his obligation again;
- (c) authorizing any repair or other action by the tenant that has been taken or is to be taken to remedy

the effects of the landlord's breach and requiring the landlord to pay any reasonable expenses associated with the repair or action;

(d) requiring the landlord to compensate the tenant for loss that has been or will be suffered as a result of the breach, including any loss that was suffered as a result of an unreasonable delay by the landlord in remedying the effects of the breach;

(e) terminating the tenancy on a date specified by the Commission where the breach of obligation is so substantial that the continuation of the tenancy would be unfair to the tenant.

(5) A tenant shall give prompt notice to the landlord of any substantial breach of the obligation imposed by subsection (1) that comes to the tenant's attention. Notice of substantial breach

(6) Where the landlord does not remedy the breach within ten days, the tenant may pay to the Commission by cash, certified cheque or money order all or part of the rent lawfully required on the subsequent dates specified by the tenancy agreement and the payment of rent to the Commission shall be accompanied by an application to the Commission under this section. Payment of rent to Commission

(7) Where the Commission is of the opinion that the tenant had no reasonable grounds to believe that there was a substantial breach of the obligation imposed by subsection (1), the Commission may make an order, Where tenant does not act on reasonable grounds

(a) requiring the tenant to compensate the landlord for any additional reasonable expenses incurred by the landlord in collecting rent from the Commission;

(b) where the tenant persistently diverts rent without reasonable grounds, terminating the tenancy and evicting the tenant on a date specified by the Commission.

(8) Where, based on the obligation imposed by subsection (1), a person claims compensation for personal injury, no compensation shall be awarded unless it is shown that the landlord wilfully or negligently breached the obligation. Compensation for personal injury
1979, c. 78, s. 28.

29.—(1) A landlord shall not, until the date the tenant vacates or abandons the rental unit, withhold or cause to be withheld the reasonable supply of any vital service, such as heat or fuel or electricity, gas, hot and cold water or other Duty to not withhold vital services

public utility, that it is his obligation to supply under the tenancy agreement, or deliberately interfere with the supply of a vital service whether or not it is his obligation to supply that service during the tenant's occupancy of the rental unit.

Remedies

(2) Where, on the application of a tenant, the Commission determines that the landlord has breached the obligation imposed by subsection (1), the Commission may make an order,

- (a) requiring the landlord to comply with his obligation;
- (b) requiring the landlord to not breach his obligation again;
- (c) requiring the landlord to compensate the tenant for loss suffered as a result of the breach;
- (d) directing the tenant to pay to the Commission all or part of his rent that would otherwise be payable to the landlord;
- (e) terminating the tenancy on a date specified by the Commission, where the breach of obligation is so substantial that the continuation of the tenancy would be unfair to the tenant.

Notice
required
where public
utility
to be
discontinued
R.S.O. 1980,
c. 423

(3) Where a corporation, including a municipal corporation, or a public utility commission, that supplies any public utility within the meaning of the *Public Utilities Act* has reason to believe that a building or mobile home park it supplies is a residential complex, the corporation or commission shall not stop the supply from entering the residential complex or any rental unit therein because of a failure to pay the rate or charge due to the corporation or commission unless the corporation or commission, not less than seven days before the day on which the supply is to be stopped, gives notice in writing to the Commission of its intention to do so.

Role of
Commission
in preventing
discon-
tinuance

(4) Where the Commission receives a notice under subsection (3), or where the Commission is otherwise notified that the supply of a public utility to a residential complex or any rental unit therein has been or is likely to be stopped, and if the Commission after enquiry into the circumstances is of the opinion that the landlord of the residential complex has breached or is likely to breach his obligation to furnish the supply of the public utility to the residential complex, the Commission, after first affording the landlord an opportunity to be heard, may make an order directing any or all of the tenants in the residential complex to pay to the Commission all or part of the rent that would otherwise be payable to the landlord. 1979, c. 78, s. 29.

30.—(1) A landlord shall not unreasonably interfere with, Duty to not interfere with safety or enjoyment

- (a) the safety; or
- (b) the enjoyment for all usual purposes by a tenant or members of his household,

of the rental unit or residential complex.

(2) Where, on the application of a tenant, the Commission determines that the landlord has breached the obligation imposed by this section, the Commission may make an order, Remedies

- (a) requiring the landlord to comply with his obligation;
- (b) requiring the landlord to not breach his obligation again;
- (c) requiring the landlord to compensate the tenant for loss suffered as a result of the breach;
- (d) terminating the tenancy on a date specified by the Commission where the breach of obligation is so substantial that the continuation of the tenancy would be unfair to the tenant. 1979, c. 78, s. 30.

31.—(1) A landlord shall not seize the personal property of a tenant for any breach by the tenant of the tenancy agreement or this Act, including the obligation to pay rent. No seizure of tenant's property

(2) Subsection (1) does not apply to a seizure of property when the seizure is made by the sheriff in satisfaction of an order of a court or the Commission. Seizure by sheriff

(3) Where, on the application of a tenant, the Commission determines that the landlord has breached the obligation imposed by this section, the Commission shall make an order, Remedies

- (a) that the personal property be returned;
- (b) that the landlord compensate the tenant for any damage done to the property and for the wrongful seizure. 1979, c. 78, s. 31.

32.—(1) A landlord shall give notice to his tenants of, Notice of legal name of landlord, etc.

- (a) the legal name of the landlord, the landlord's address for the giving of notices or documents and; where there is no agent of the landlord having authority in respect of the residential complex, the landlord's telephone number; and

- (b) the name, address and telephone number of any agent of the landlord having authority in respect of the residential complex.

Posting
of notice

(2) Where a landlord rents more than one rental unit in the same residential complex and retains possession of part of the complex for the common use of all tenants, he shall fulfil the obligation imposed by subsection (1) by posting up and maintaining posted in a conspicuous place the information required by subsection (1).

Proceedings
against
landlord

(3) Any proceeding taken by a tenant may be commenced against the landlord in the name provided under clause (1) (a).

Remedy

(4) Where, on the application of a tenant, the Commission determines that the landlord has breached an obligation imposed by this section, the Commission shall make an order requiring the landlord to comply with his obligation. 1979, c. 78, s. 32.

Rent schedule

33.—(1) Every landlord shall maintain and keep available, in the residential complex, for examination at reasonable hours, a schedule showing, for each rental unit located in the residential complex of which he is the landlord, the following information: .

- (a) the number of bedrooms;
- (b) the current rent being charged for the unit;
- (c) those services and facilities, accommodations and things included in the current rent for which a separate charge is allocated by the landlord and the amount of each such charge;
- (d) the immediately preceding rent that was charged for the unit;
- (e) those services and facilities, accommodations and things included in the immediately preceding rent for which a separate charge was allocated by the landlord and the amount of each such charge; and
- (f) the date of the last rent increase for the unit.

Posting of
notice

(2) Where there is more than one rental unit in a residential complex, the landlord shall post up conspicuously and maintain posted a notice advising of the existence of

the schedule and when and where it may be examined by persons having an interest in the matter.

(3) Every landlord shall, at least once in every twelve month period, give to the Commission a copy of the schedule maintained by him under subsection (1). Copy to Commission

(4) The Commission shall keep the schedule received by it under subsection (3) in the region in which the residential complex is situate and shall make the schedule available for examination by any person having an interest in the matter. Schedules to be kept in region

(5) Subsection (3) does not apply to rental units that are exempt from rent review under Part XI. Exception

(6) This section does not apply to a residential complex owned, operated or administered by or on behalf of the Government of Canada or Ontario or a municipality, including a regional, district or metropolitan municipality, or any agency thereof. Government-owned housing

(7) Where a rental unit in a residential complex, other than a complex referred to in subsection (6), is subsidized public housing, the rent charged that is shown on the schedule shall be the total amount of the rent being received by the landlord for that unit. Subsidized public housing

(8) Where, on the application of any person having an interest in the matter, the Commission determines that the landlord has breached an obligation imposed by this section, the Commission shall make an order requiring the landlord to comply with his obligation. 1979, c. 78, s. 33. Remedy

34.—(1) A landlord shall comply with additional obligations under the tenancy agreement. Compliance with additional obligations

(2) Where, on the application of a tenant, the Commission determines that the landlord has breached the obligation imposed by this section, the Commission may make an order, Remedies

- (a) requiring the landlord to comply with his obligation;
- (b) requiring the landlord to not breach his obligation again;
- (c) requiring the landlord to compensate the tenant for loss suffered as a result of the breach;
- (d) authorizing any action by the tenant that has been taken or is to be taken to remedy the effects of the

landlord's breach and requiring the landlord to pay any reasonable expenses associated with the action. 1979, c. 78, s. 34.

Entry by
political
canvassers

35.—(1) A landlord shall not restrict reasonable access to the residential complex by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly, or any office in a municipal government or a school board, for the purpose of canvassing or distributing election material.

Use of
common
room

(2) Where a residential complex contains a common room that is available for the recreational use of tenants, and a tenant or group of tenants wishes to use the room for a meeting between tenants of the complex and a holder of, or candidate for, any elected office mentioned in subsection (1), the landlord shall not prohibit the use of the room by reason only of the purpose of the meeting.

Remedy

(3) Where, on the application of a tenant or any other person affected, the Commission determines that the landlord has breached an obligation imposed by this section, the Commission shall make an order requiring the landlord to comply with his obligation. 1979, c. 78, s. 35.

TENANT'S OBLIGATIONS

Obligation to
pay rent

36.—(1) A tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.

Remedies

(2) Where, on the application of a landlord, the Commission determines that a tenant has failed to pay rent in accordance with subsection (1), the Commission may make an order,

- (a) requiring the tenant to pay the rent owing;
- (b) requiring the tenant to pay his rent on time in the future;
- (c) terminating the tenancy and evicting the tenant on a date not earlier than,
 - (i) where the landlord holds a rent deposit, the last day for which rent has been paid or the fourteenth day following the application to the Commission, whichever is later, or

- (ii) where the landlord does not hold a rent deposit, the fourteenth day following the application to the Commission.

(3) Where the Commission makes an order under clause (2) (a), the Commission may, in determining the amount of rent owing, where it considers it is justified in doing so, take into account reasonable expenses incurred by the tenant to remedy the effects of any breach by the landlord of his obligation under section 28 (landlord's responsibility to repair). Determination of amount of rent owing

(4) Where, before an order is made, the tenant pays the rent due to the landlord or the Commission, the Commission shall not make an order terminating the tenancy for failure to comply with subsection (1). Where payment prevents termination

(5) A tenant shall not withhold the payment of rent except under section 8 or 17 (where landlord fails to give copy of tenancy agreement to tenant) or unless the Commission directs the tenant to pay all or part of his rent to the Commission or unless the tenant pays all or part of his rent to the Commission under subsection 28 (6). Tenant not to withhold rent

(6) A tenant who withholds the payment of rent for a reason referred to in subsection (5) shall be deemed not to be in breach of the obligation imposed by subsection (1). 1979, c. 78, s. 36. Effect of withholding payment of rent

37.—(1) A tenant is responsible for the repair of damage to the rental unit and the residential complex, including all services and facilities provided by the landlord, caused by the tenant's wilful or negligent conduct or that of persons who are permitted on the premises by him. Responsibility for repair of damage

(2) Where, on the application of a landlord, the Commission determines that a tenant has breached the obligation imposed by this section, the Commission may make an order, Remedies

(a) requiring the tenant to comply with his obligation;

(b) prohibiting the tenant from doing any further damage;

(c) requiring the tenant to compensate the landlord for loss suffered as a result of the breach;

- (d) authorizing any repair or other action by the landlord that has been taken or is to be taken to remedy the effects of the tenant's breach and requiring the tenant to pay any reasonable expenses associated with the repair or action;
- (e) terminating the tenancy and evicting the tenant on a date specified by the Commission. 1979, c. 78, s. 37.

Duty to not
interfere with
safety or
enjoyment

38.—(1) A tenant shall not unreasonably interfere with,

- (a) the safety; or
- (b) the enjoyment for all usual purposes by the landlord or any other tenant or members of their households,

of the residential complex or any other rental unit.

Deemed
interference
by tenant

(2) Unreasonable interference by a person permitted by a tenant to enter the residential complex or his rental unit shall be deemed to be unreasonable interference by the tenant.

Remedies

(3) Where, on the application of a landlord, the Commission determines that a tenant has breached the obligation imposed by subsection (1), the Commission may make an order,

- (a) requiring the tenant to comply with his obligation;
- (b) requiring the tenant to not breach his obligation again;
- (c) requiring the tenant to compensate the persons affected for loss suffered as a result of the breach;
- (d) terminating the tenancy and evicting the tenant on a date specified by the Commission.

Landlord to
investigate
complaints

(4) Where a tenant informs his landlord that he has been affected by a breach of the obligation imposed by subsection (1), the landlord shall enquire into the complaint and take appropriate action, and the action taken may include the making of an application under subsection (3).

Where tenant
not satisfied

(5) Where, after receiving a complaint under subsection (4), the landlord does not make an application under subsection (3) and the complaining tenant is not satisfied with the action, if any, that the landlord has taken, the complaining tenant

may give a written notice to that effect to the landlord and the Commission.

(6) Where the Commission receives a notice under subsection (5), the Commission shall enquire into the matter and, where it is of the opinion that there would be reasonable grounds for an application under subsection (3), shall attempt, by whatever means it considers necessary, to resolve the complaint by agreement.

Commission
to enquire
into matter

(7) Where the Commission is of the opinion that it has been unable to resolve the complaint within a reasonable time,

Deemed
application
under subs. (3)

- (a) an application by the landlord under subsection (3) against the tenant alleged to have breached the obligation imposed by subsection (1) shall be deemed to have been made;
- (b) the landlord, the complaining tenant and the tenant alleged to have breached the obligation are parties to the application; and
- (c) the landlord shall be deemed to have complied with section 98. 1979, c. 78, s. 38.

39. Where, on the application of a landlord, the Commission determines that,

Prompt
eviction for
serious breach

- (a) a tenant has breached the obligation not to unreasonably interfere imposed by section 38, and the continuation of the tenancy would be unfair to the other occupants of the residential complex;
- (b) a tenant or a member of his household has caused extraordinary damage to the rental unit, the residential complex or services and facilities provided by the landlord; or
- (c) a tenant was permitted to occupy the rental unit as a result of a promise to pay the first instalment of rent or the rent deposit within a specified time and,
 - (i) failed to do so, or
 - (ii) gave the landlord a cheque or other negotiable instrument for the first instalment of rent or the rent deposit which proved to be worthless,

the Commission may make an order terminating the tenancy and evicting the tenant on the earliest possible date. 1979, c. 78, s. 39.

Compliance
with
additional
obligations

40.—(1) A tenant shall comply with rules or obligations under the tenancy agreement, except those that are unenforceable under section 6 (rules to be reasonable).

Responsibility
for cleanliness

(2) A tenant shall maintain the rental unit and all services and facilities provided by the landlord of which the tenant has exclusive use in a state of ordinary cleanliness.

Overcrowding

(3) A tenant shall not permit a number of persons to occupy the rental unit on a continuing basis that results in the contravention of health, safety or housing standards required by law or in a breach of the tenancy agreement.

Remedies

(4) Where, on the application of a landlord, the Commission determines that a tenant has breached an obligation imposed by this section, the Commission may make an order,

- (a) requiring the tenant to comply with his obligation;
 - (b) requiring the tenant to not breach his obligation again;
 - (c) requiring the tenant to compensate the landlord for loss suffered as a result of the breach;
 - (d) authorizing any action by the landlord that has been taken or is to be taken to remedy the effects of the tenant's breach and requiring the tenant to pay any reasonable expenses associated with the action.
- 1979, c. 78, s. 40.

Illegal
activities

41.—(1) A tenant shall not carry on or permit to be carried on any illegal activity or do or permit the doing of any illegal act in the rental unit or in the residential complex.

Remedies

(2) Where, on the application of a landlord, the Commission determines that a tenant has breached the obligation imposed by this section and that the landlord or another occupant of the residential complex has been adversely affected, or is likely to be adversely affected by a continuation or repetition of the breach, the Commission may make an order,

- (a) requiring the tenant to comply with his obligation;

- (b) requiring the tenant to not breach his obligation again;
- (c) terminating the tenancy and evicting the tenant on a date specified by the Commission. 1979, c. 78, s. 41.

42.—(1) A tenant of subsidized public housing shall not, Obligations of public housing tenants

- (a) knowingly make a significant false statement in his application for accommodation;
- (b) at any time knowingly and significantly misrepresent his income or income-producing assets or that of other persons occupying the rental unit; or
- (c) fail to provide the landlord, within a reasonable time after being required to do so by the tenancy agreement, with a statement of income or income-producing assets or that of other persons occupying the rental unit.

(2) Where, on the application of a landlord, the Commission Remedy determines that a tenant has breached the obligation imposed by clause (1)(a) or (b), the Commission may make an order,

- (a) requiring the tenant to compensate the landlord for loss suffered as a result of the breach;
- (b) terminating the tenancy and evicting the tenant on a date specified by the Commission.

(3) Where, on the application of a landlord, the Commission Idem determines that a tenant has breached the obligation imposed by clause (1)(c), the Commission may make an order,

- (a) requiring the tenant to comply with his obligation;
- (b) requiring the tenant to not breach his obligation again;
- (c) requiring the tenant to compensate the landlord for loss suffered as a result of the breach. 1979, c. 78, s. 42.

ENFORCEMENT OF COMMISSION ORDERS

43. Where, on the application of a tenant, the Commission determines that the landlord has failed to obey an order of Where landlord fails to comply with order

the Commission or a court concerning the landlord's obligations under the tenancy agreement or this Act, the Commission may make an order,

- (a) directing the tenant to pay to the Commission all or part of his rent that would otherwise be payable to the landlord;
- (b) terminating the tenancy on a date specified by the Commission where the failure to obey the order is so substantial that the continuation of the tenancy would be unfair to the tenant. 1979, c. 78, s. 43.

Where
tenant fails
to comply
with order

44. Where, on the application of a landlord, the Commission determines that a tenant has failed to obey an order of the Commission or a court concerning the occupancy of a rental unit or the tenant's obligations under the tenancy agreement or this Act, the Commission may make an order,

- (a) extending the time in which the tenant may comply with the order;
- (b) terminating the tenancy and evicting the tenant on a date specified by the Commission. 1979, c. 78, s. 44.

PART IV

TERMINATION WITHOUT FAULT

Agreement
to
terminate

45. Where a landlord and tenant agree in writing after a tenancy agreement has been made to terminate the tenancy on a specified date, the tenancy is terminated on the date specified. 1979, c. 78, s. 45.

Termination
by tenant:
fixed
term

46. Where a tenancy agreement specifies a date for the tenancy agreement to end, the tenant may terminate the tenancy on the date specified in the agreement by giving the landlord a notice of termination not later than thirty days before the termination date. 1979, c. 78, s. 46.

Termination
by tenant:
periodic
tenancy

47. Where a tenancy agreement does not specify a date for the tenancy to end, the tenant may terminate the tenancy on the last day of a period of the tenancy by giving the landlord a notice of termination,

- (a) in the case of a weekly tenancy, at least seven days before the termination date; or
- (b) in the case of a tenancy other than a weekly tenancy, at least thirty days before the termination date. 1979, c. 78, s. 47.

48. A notice of termination by a tenant shall be in writing and shall,

Contents
of tenant's
notice of
termination

- (a) be signed by the tenant or his agent;
- (b) identify the rental unit to which the notice applies;
and
- (c) state the date on which the tenancy is to terminate.
1979, c. 78, s. 48.

49. Where, on the application of a landlord, the Commission determines that there is an agreement to terminate under section 45, or that the tenant has given a written notice of termination, the Commission may make an order,

Enforcement
of agreement
or notice to
terminate

- (a) evicting the tenant on the date specified in the agreement or notice, or on the earliest reasonable date thereafter;
- (b) requiring the tenant to compensate the landlord for the use and occupation of the rental unit, calculated for each day the tenant remains in occupation following the termination of the tenancy.
1979, c. 78, s. 49.

50. Where, on the application of a landlord or a tenant, the Commission determines that,

Shared
accommo-
dation

- (a) the landlord and the tenant share a bathroom or kitchen facility; and
- (b) personal differences that have arisen between the landlord and the tenant make the continuation of the tenancy unfair to either of them,

the Commission may make an order terminating the tenancy, and where the landlord is applicant, evicting the tenant, on a date specified by the Commission. 1979, c. 78, s. 50.

51.—(1) Where, on the application of a landlord, the Commission determines that the landlord in good faith,

Termination
by landlord
for own use
or where
sale

- (a) requires possession of a rental unit for the purpose of residence by himself, his spouse, his child or parent, or a child or parent of his spouse; or
- (b) has entered into an agreement of sale of a residential complex and,
 - (i) is required by the agreement of sale to deliver vacant possession of a rental unit to the purchaser, and

- (ii) the purchaser requires possession of the rental unit for the purpose of residence by himself, his spouse, his child or parent, or a child or parent of his spouse,

the Commission may make an order terminating the tenancy and evicting the tenant,

- (c) on the last day of a rent payment period not earlier than sixty days after the date the application is made; or

- (d) at the end of the tenancy agreement,

whichever is later.

Where
order may be
refused

(2) The Commission may refuse to make an order terminating a tenancy and evicting the tenant under clause (1) (a) where the applicant's claim is based on a tenancy agreement or occupancy agreement that purports to entitle the applicant to reside in the rental unit.

Early
termination
by tenant

(3) Where a tenant receives a copy of an application under subsection (1), he may, at any time before the date specified for termination in the application, terminate the tenancy by,

- (a) giving the landlord not less than ten days notice of termination specifying an earlier date of termination of the tenancy; and
- (b) paying to the landlord on the date the tenant gives notice of termination under clause (a) the proportionate amount of rent due up to the date the earlier termination is specified to be effective, and in determining the proportionate amount of rent due, the tenant is entitled to take into account the amount of any rent deposit he has paid.

Overpayment
by tenant

(4) Where, on the application of a tenant, the Commission determines that the tenant has terminated the tenancy under subsection (3), the Commission shall make an order requiring the landlord to pay to the tenant any overpayment of rent paid by the tenant, including any rent deposit. 1979, c. 78, s. 51.

Termination
for
demolition,
change of
use or
major repairs

52.—(1) Where, on the application of a landlord, the Commission determines that the landlord in good faith requires possession of a rental unit for the purposes of,

- (a) demolition;

(b) changing the use of the rental unit to a use other than that of rented residential premises; or

(c) making repairs or renovations so extensive as to require a building permit and vacant possession of the rental unit,

and that the landlord has obtained all necessary permits or other authority that may be required, the Commission may make an order terminating the tenancy and evicting the tenant,

(d) on the last day of a rent payment period not earlier than 120 days after the application is made; or

(e) at the end of the tenancy agreement,

whichever is later.

(2) The Commission may refuse to make an order terminating a tenancy and evicting the tenant under clause (1). (b) Where order may be refused where the applicant's claim is based on a tenancy agreement or occupancy agreement that purports to entitle the applicant to reside in the rental unit.

(3) Where a tenant receives a copy of an application under subsection (1), he may at any time before the date specified for termination in the application, terminate the tenancy by, Early termination by tenant

(a) giving the landlord not less than ten days notice of termination specifying an earlier date of termination of the tenancy; and

(b) paying to the landlord on the date the tenant gives notice of termination under clause (a) the proportionate amount of rent due up to the date the earlier termination is specified to be effective, and in determining the proportionate amount of rent due, the tenant is entitled to take into account the amount of any rent deposit he has paid.

(4) Where, on the application of a tenant, the Commission determines that the tenant has terminated the tenancy under subsection (3), the Commission shall make an order requiring the landlord to pay to the tenant any overpayment of rent paid by the tenant, including any rent deposit. Overpayment by tenant

(5) Where a tenant has received a copy of an application for termination under clause (1) (c) and has indicated in writing to the landlord, before vacating the rental unit, that he wishes to have a right of first refusal to rent the unit as a tenant when the Tenant's right of first refusal

repairs or renovations are completed, the tenant shall have the right of first refusal to rent the unit, at the lowest rent that would be charged to any other tenant for the same unit, provided that the tenant informs the landlord by mail of any change of address.

Remedy where
right of first
refusal denied

(6) Where, on the application of a former tenant, the Commission determines that the landlord has deprived the tenant of the benefit of subsection (5), the Commission may make an order requiring the landlord to compensate the tenant for the loss of the benefit. 1979, c. 78, s. 52.

Remedy for
improper
termination

53.—(1) In addition to liability to a prosecution under section 123 for knowingly furnishing false information to the Commission, where, on the application of a former tenant, the Commission determines that the tenant vacated the rental unit as a result of an application to terminate under section 51 or 52 and that the landlord or, in the case of an application under clause 51 (1) (b), the purchaser, did not in good faith require the rental unit for the purpose specified in the application to terminate, the Commission may make an order,

- (a) requiring the landlord or the purchaser to pay the tenant's reasonable moving expenses to his new accommodation;
- (b) requiring the landlord or the purchaser to compensate the tenant for any additional reasonable expenses incurred by the tenant, including, for a period of up to twelve months, any increased rent that the tenant was obliged to pay as a result of the improper termination.

Presumption

(2) Unless proven otherwise, it shall be presumed that,

- (a) a landlord, in the case of an application to terminate under clause 51 (1) (a); or
- (b) a purchaser, in the case of an application to terminate under clause 51 (1) (b),

did not in good faith require the rental unit for the purpose specified in the application to terminate unless the rental unit is occupied in accordance with the purpose specified in the application within ninety days of the date specified for termination in the application. 1979, c. 78, s. 53.

Tenants of
educational
institutions,
employers or
condominiums

54. Where, on the application of a landlord, the Commission determines that,

- (a) a tenant, who as a student or staff member was provided by an educational institution with living accommodation that is not exempt from this Act, has ceased to meet the qualifications required for occupancy of the living accommodation;
- (b) a tenant was an employee of an employer who provided the tenant with a rental unit during his employment and his employment has terminated; or
- (c) a tenancy arose because of or in connection with an agreement of purchase and sale, entered into in good faith, of a proposed unit within the meaning of the *Condominium Act* and the agreement of purchase and sale has been terminated,

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the Commission may make an order terminating the tenancy and evicting the tenant on a date specified by the Commission. 1979, c. 78, s. 54.

55.—(1) Where, on the application of a landlord, the Commission determines that a tenant of subsidized public housing is not in need of subsidized public housing, the Commission may make an order terminating the tenancy and evicting the tenant on a date specified by the Commission.

Tenant not
in need of
public
housing

(2) Where, on the application of a landlord, the Commission determines that,

Tenant in
need of
public
housing

- (a) a tenant of subsidized public housing is not in need of the particular subsidized public housing he occupies; and
- (b) the tenant is in need of subsidized public housing of some kind,

the Commission may make an order terminating the tenancy and evicting the tenant on a date specified by the Commission, but the Commission may refuse to make the order unless the tenant is permitted to occupy another rental unit that is subsidized public housing. 1979, c. 78, s. 55.

56. Where, on the application of a federal, provincial or municipal authority, the Commission determines that a rental unit must be vacated in order to comply with an order by a federal, provincial or municipal authority, the Commission may make an order terminating the tenancy

Order of
government
authority

and evicting the tenant on a date which is reasonable in all the circumstances. 1979, c. 78, s. 56.

Where rental unit made uninhabitable, etc.

57.—(1) Where a tenancy agreement has become impossible to perform because the rental unit or residential complex has been made uninhabitable by fire, flood or other occurrence, or where the tenancy agreement has been otherwise frustrated, the tenancy shall be deemed to have been terminated on the date performance became impossible or the tenancy agreement was otherwise frustrated.

Application of R.S.O. 1980, c. 179

(2) The *Frustrated Contracts Act* applies to a tenancy that has been terminated under subsection (1). 1979, c. 78, s. 57.

Abandonment or surrender

58.—(1) Where a tenant abandons or surrenders a rental unit, the tenancy agreement is terminated on the date the rental unit was abandoned or surrendered, but in the case of abandonment the tenant remains liable, subject to section 27 (landlord's duty to minimize losses), to compensate the landlord for loss of future rent that would have been payable under the tenancy agreement.

Compensation for loss of future rent

(2) Where, on the application of a landlord, the Commission determines that a tenant has abandoned a rental unit, the Commission may make an order requiring the tenant to pay to the landlord the compensation for which the tenant is liable by reason of subsection (1). 1979, c. 78, s. 58.

Termination of caretaker's tenancy

59.—(1) Despite any other provision of this Act, where a landlord has entered into a tenancy agreement in respect of a caretaker's unit, unless otherwise agreed, the tenancy of the tenant is terminated on the day on which his employment is lawfully terminated and the tenant shall vacate the caretaker's unit not later than one week after his employment is lawfully terminated.

No rent or compensation

(2) A landlord shall not charge or receive any rent or compensation from the tenant in respect of the period of one week mentioned in subsection (1).

Remedy against caretaker who overholds

(3) Where, on the application of a landlord, the Commission determines that a tenant has failed to vacate the premises as required by subsection (1), the Commission may make an order evicting the tenant on the earliest reasonable date. 1979, c. 78, s. 59.

NOTE.—See section 136 for the day of the coming into force of sections 5 to 59.

PART V

NOTICE OF RENT INCREASES

60.—(1) A landlord shall not increase the rent for a rental unit unless he gives the tenant a notice in the prescribed form setting out his intention to increase the rent and the amount of the increase, expressed both in dollars and as a percentage of the current rent, intended to be made not less than ninety days before the end of,

Notice of
rent
increase

(a) a period of the tenancy; or

(b) the term of a tenancy for a fixed period.

(2) An increase in rent by the landlord where the landlord has not given the notice required by subsection (1) is void.

Increase
void where
no notice

(3) Subsections (1) and (2) do not apply to a rent increase for a rental unit where the rent increase is intended to take effect when a new tenant first occupies the rental unit under a new tenancy agreement.

Notice
unnecessary
for new
tenant

(4) Where a tenancy agreement for a rental unit that is not subject to rent review under Part XI provides that the tenant shall pay all, part of, or any increase in,

Taxes and
utility charges
where unit
not subject
to rent review

(a) the taxes attributable to the rental unit; or

(b) the utility charges or heating charges attributable to the rental unit,

and the taxes, utility charges or heating charges are increased, the notice required by subsection (1) need not be given and the increase shall be deemed not an increase under this Act.

(5) Unless a tenancy agreement specifically provides otherwise, a promise by a tenant to pay taxes shall be deemed not to include an obligation to pay taxes assessed for local improvements. 1979, c. 78, s. 60.

Taxes deemed
not to include
local
improvement
charges

61.—(1) Where a tenant who has been given a notice of an intended rent increase under section 60 fails to give the landlord proper notice of termination, he shall be deemed to have accepted,

Where tenant
fails to give
notice of
termination

(a) where the amount of the rent increase is not subject to rent review under Part XI,

(i) the amount of the rent increase specified in the notice of the landlord, or

(ii) such other rent increase as may be agreed upon in writing between the landlord and the tenant; or

(b) where the amount of the rent increase is subject to rent review under Part XI, the amount of rent increase that does not exceed the amount allowed under that Part.

Deemed acceptance not to constitute waiver of tenant's rights

(2) The deemed acceptance by a tenant of an increase in rent in the case mentioned in clause (1) (b) does not constitute a waiver of the tenant's right to take whatever proceedings are available to him under this Act for the review of rent increases. 1979, c. 78, s. 61.

PART VI

TENANT'S PERSONAL PROPERTY

Tenant may remove fixtures

62.—(1) A tenant may, during the time he occupies the rental unit, remove any property belonging to him which is attached to the rental unit, provided that he repairs, or compensates the landlord for, any damage done to the rental unit that results from the installation or removal of the property.

Disputes

(2) On the application of a landlord or a tenant, the Commission may determine whether a tenant is entitled to remove property under subsection (1) and may make an order,

(a) permitting or prohibiting the removal of property;

(b) requiring the tenant to repair, or compensate the landlord for, any damage done to the rental unit. 1979, c. 78, s. 62.

Abandoned personal property

63.—(1) Unless a landlord and tenant have made a specific agreement providing for the storage of personal property, where a tenant leaves personal property in a rental unit or residential complex that he has vacated or abandoned, the landlord may remove the personal property and, on removal, shall store and dispose of the personal property in accordance with this section.

Worthless, etc. property

(2) Where a landlord has good reason to believe that an item of personal property removed under subsection (1),

(a) would be unsanitary or unsafe to store; or

(b) is worthless,

the landlord may dispose of the item.

(3) Where a landlord removes personal property other than property described in subsection (2), he shall, at the earliest reasonable opportunity, give the Commission an inventory in the prescribed form of the property and, where the address of the tenant is known to the landlord, he shall give the tenant a copy of the inventory. Landlord to give inventory

(4) Where, after receiving the inventory, the Commission determines that an item of personal property in the inventory could not be sold for an amount greater than the reasonable cost of removing, storing and selling it, the Commission may permit the landlord to sell or dispose of the item in the manner and subject to the terms and conditions set by the Commission. Property of little value

(5) Property that has not been disposed of or sold under subsection (2) or (4) shall, subject to the direction of the Commission, be stored in a safe place and manner for a period of not less than sixty days. Remaining property to be stored

(6) Where the tenant or owner of an item of personal property stored by the landlord pays the landlord the cost of removing and storing the item, the landlord shall give the item to the tenant or owner and notify the Commission. Where property to be returned

(7) Where no person has taken possession of an item of personal property stored under subsection (5) during the sixty days referred to in that subsection, the Commission may permit the landlord to sell or dispose of the item in the manner and subject to the terms and conditions set by the Commission. Sale of unclaimed property

(8) Where a landlord sells an item of personal property under subsection (4) or (7), he may, subject to the terms and conditions set by the Commission under those subsections, Proceeds of sale

(a) retain that part of the proceeds of the sale necessary to reimburse him for the reasonable costs of removing, storing and selling the property; and

(b) retain that part of the proceeds of the sale necessary to satisfy any order for compensation made in his favour by the Commission or a court, where the order was made regarding the tenancy agreement or this Act,

and shall pay the balance to the Commission, who shall hold the balance for one year for the tenant who left the personal property in the rental unit or residential complex.

Report on
sale

(9) Where a landlord sells an item of personal property under subsection (4) or (7), he shall give to the Commission a written report in the prescribed form regarding the sale and the distribution of the proceeds of the sale.

Unclaimed
proceeds
forfeited to
Crown

(10) Where the Commission does not receive a claim in respect of the balance within the one-year period referred to in subsection (8), the amount not claimed shall be forfeited to the Crown.

Purchaser in
good faith
acquires good
title

(11) A purchaser in good faith of an item of personal property of the tenant sold in accordance with subsection (4) or (7) shall be deemed to have acquired good title to the property, free and clear of any other interest.

Substantial
compliance
protects
landlord

(12) Where a landlord substantially complies with this section, he is not liable to the tenant or any other person for loss suffered by the tenant or other person as a result of the storage, sale or other disposition by the landlord of the abandoned personal property.

Remedies for
wrongful
sale, etc.

(13) Where, on the application of a person claiming to be the owner of an item of personal property, the Commission determines that the landlord has wrongfully sold, disposed of or otherwise dealt with the item of personal property, the Commission may make an order,

(a) requiring the landlord to compensate the owner for the wrongful sale, disposition or dealing; or

(b) requiring the landlord to give the property to the owner. 1979, c. 78, s. 63.

PART VII

MOBILE HOMES

Tenant's right
to sell, etc.

64.—(1) A landlord shall not restrict in any way the right of a tenant to sell, lease, or otherwise part with the possession of a mobile home owned by the tenant.

Where mobile
home and site
both
transferred

(2) Where a person obtains possession of a mobile home owned by a tenant while it is situate in a mobile home park and also obtains an assignment or subletting under section 16 of the site that is the rental unit, that person shall be entitled to all the benefits of a tenant or sub-tenant in the mobile home park.

Landlord as
agent for
sale, etc.

(3) A landlord shall not receive any compensation for acting as the agent of the tenant in any negotiations to sell,

lease or otherwise part with possession of a mobile home situate in a mobile home park, except under a written agency contract, entered into after the decision of the tenant to sell, lease or otherwise part with possession of the mobile home.

(4) Where, on the application of a tenant or any other person affected, the Commission determines that the landlord has breached an obligation imposed by this section, the Commission may make an order, Remedies

- (a) requiring the landlord to comply with his obligation;
- (b) requiring the landlord to not breach his obligation again;
- (c) requiring the landlord to compensate the tenant for loss suffered as a result of the breach. 1979, c. 78, s. 64.

65.—(1) A landlord shall not make any charge in respect of, Certain charges prohibited

- (a) the entry of a mobile home into a mobile home park;
- (b) the exit of a mobile home from a mobile home park;
- (c) the installation of a mobile home in a mobile home park;
- (d) the removal of a mobile home from a mobile home park; or
- (e) the granting of a tenancy in a mobile home park,

except a sum to compensate the landlord for his reasonable expenses arising out of the installation or removal of a mobile home.

(2) Where, on the application of a landlord or a tenant, the Commission determines that money is payable to the landlord or to the tenant by reason of subsection (1), the Commission may make an order requiring the money to be paid. 1979, c. 78, s. 65. Remedy

66.—(1) Except as provided in this section, a landlord shall not restrict in any way the right of a tenant to purchase goods or services from the person of his choice. Restraint of trade prohibited

Standards
for
equipment

(2) A landlord may set reasonable standards for mobile home equipment.

When
tradesman
may be
prohibited
from entry

(3) Where a tradesman has,

- (a) unduly disturbed the peace and quiet of the mobile home park;
- (b) failed to observe reasonable rules of conduct that have been established by the landlord; or
- (c) violated the traffic rules of the mobile home park,

despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of the tradesman into the mobile home park.

Remedies

(4) Where, on the application of a tenant, the Commission determines that the landlord has breached the obligation imposed by this section, the Commission may make an order,

- (a) requiring the landlord to comply with his obligation;
- (b) requiring the landlord to not breach his obligation again;
- (c) requiring the landlord to compensate the tenant for loss suffered as a result of the breach. 1979, c. 78, s. 66.

Additional
obligations
of landlord

67.—(1) A landlord is responsible for,

- (a) providing or ensuring the complete removal or disposal of garbage in the mobile home park at least once each week;
- (b) grading and maintaining all roads in the mobile home park so that the roads are in a good state of repair;
- (c) clearing snow from mobile home park roads to maintain, as much as possible, the same width of passage on the roads at all times throughout the year;
- (d) maintaining the plumbing, sewage, fuel and electrical systems in the mobile home park in a good state of repair;
- (e) maintaining the mobile home park grounds and all buildings, structures, enclosures and equipment in-

tended for the common use of the tenants in a good state of repair and cleanliness; and

- (f) the repair of damage to the tenant's property caused by the wilful or negligent conduct of the landlord.

(2) Where, on the application of a tenant, the Commission determines that the landlord has breached an obligation imposed by this section, the Commission may make an order, Remedies

- (a) requiring the landlord to comply with his obligation;
- (b) requiring the landlord to not breach his obligation again;
- (c) authorizing any action by the tenant that has been taken or is to be taken to remedy the effects of the landlord's breach and requiring the landlord to pay any reasonable expenses associated with the action;
- (d) requiring the landlord to compensate the tenant for loss that has been or will be suffered as a result of the breach;
- (e) terminating the tenancy on a date specified by the Commission where the breach of obligation is so substantial that the continuation of the tenancy would be unfair to the tenant and requiring the landlord to pay all or part of the tenant's reasonable expenses in moving his mobile home to another site. 1979, c. 78, s. 67.

68.—(1) A tenant who is the owner of a mobile home situate on a rental unit is responsible for maintaining the exterior portion of the mobile home in a good state of repair and cleanliness. Obligations of tenant

(2) Where, on the application of a landlord or a tenant, the Commission determines that a tenant has breached the obligation imposed by this section, the Commission may make an order, Remedies

- (a) requiring the tenant to comply with his obligation;
- (b) requiring the tenant to not breach his obligation again;
- (c) terminating the tenancy and evicting the tenant on a date specified by the Commission. 1979, c. 78, s. 68.

Termination
by landlord
for own use
or for
demolition

69.—(1) Where a landlord of a mobile home park makes an application to the Commission under section 51 or 52, the landlord shall make every reasonable effort to find an alternative site of similar character, convenience and cost to which the tenant may move his mobile home or in which the tenant may purchase, lease or otherwise obtain the use of a mobile home.

Where no
order to be
made

(2) The Commission shall not make an order terminating a tenancy in a mobile home park and evicting a tenant under section 51 or 52 unless the Commission is satisfied that the landlord has complied with subsection (1).

Moving
expenses

(3) Where a tenancy of a site in a mobile home park is terminated under section 30, 51 or 52, the Commission may make an order requiring the landlord to pay all or part of the tenant's reasonable expenses in moving his mobile home to another site. 1979, c. 78, s. 69.

NOTE.—See section 136 for the day of the coming into force of sections 62 to 69.

PART VIII

RESIDENTIAL TENANCY COMMISSION

Commission
continued

70. The commission known as the Residential Tenancy Commission is continued. 1979, c. 78, s. 70.

Composition
of
Commission

71. The Commission shall be composed of such number of Commissioners as the Lieutenant Governor in Council determines. 1979, c. 78, s. 71.

Term of
office

72. The Commissioners shall be appointed by the Lieutenant Governor in Council to hold office for a term not exceeding five years and may be reappointed for further successive terms of five years each. 1979, c. 78, s. 72.

Removal
for
cause

73.—(1) A Commissioner may be removed from office during his term only for misbehaviour or for inability to perform his duties properly and only if,

- (a) the circumstances respecting the misbehaviour or inability are first inquired into; and
- (b) the Commissioner is given reasonable notice of the time and place for the inquiry and is afforded an opportunity, by himself or his counsel, of being heard and of cross-examining the witnesses and of producing evidence on his own behalf.

(2) For the purpose of making an inquiry under sub-section (1), the Lieutenant Governor in Council may appoint a judge of the Supreme Court who shall make the inquiry and report thereon, and a judge so appointed has, for that purpose, the powers of a commission under Part II of the *Public Inquiries Act*, which Part applies to such inquiry as if it were an inquiry under that Act. Inquiry
R.S.O. 1980,
c. 411

(3) ~~An order removing a Commissioner from office~~ under this section may be made by the Lieutenant Governor in Council and the order and the report of the inquiry shall be laid before the Legislative Assembly if it is in session or, if not, within fifteen days after the commencement of the next ensuing session. 1979, c. 78, s. 73. Order
for
removal

74. Each Commissioner shall devote his full time and attention to the work of the Commission. 1979, c. 78, s. 74. Commissioners,
full time

NOTE.—See section 136 for the day of the coming into force of section 74.

75.—(1) Each Commissioner shall be paid such remuneration and be afforded such benefits as are fixed by the Lieutenant Governor in Council and shall in addition be reimbursed for his reasonable travelling or out-of-pocket expenses necessarily incurred by him in the discharge of his duties. Remunera-
tion

(2) The *Public Service Superannuation Act* and the *Superannuation Adjustment Benefits Act* apply to the Commissioners. 1979, c. 78, s. 75. Application of
R.S.O. 1980,
cc. 419, 490

76. The Lieutenant Governor in Council shall appoint as Appeal Commissioners such number of Commissioners as the Lieutenant Governor in Council determines. 1979, c. 78, s. 76. Appeal
Commissioners

77.—(1) The administration of the affairs of the Commission shall be vested in a Board of Commissioners, to be composed of such Commissioners as the Lieutenant Governor in Council designates. Board
of
Commissioners

(2) Five members of the Board of Commissioners, of whom one shall be the Chief Tenancy Commissioner or his designate, constitute a quorum. 1979, c. 78, s. 77. Quorum

78.—(1) One of the members of the Board of Commissioners shall be designated by the Lieutenant Governor in Council as Chief Tenancy Commissioner, who shall be chairman of the Board and chief administrative officer of the Commission. Chief
Tenancy
Commissioner

Absence or
illness of Chief
Tenancy
Commissioner

(2) Where the Chief Tenancy Commissioner is unable to carry out his duties because of absence or illness, the Minister may appoint another member of the Board of Commissioners to act as Chief Tenancy Commissioner until the Chief Tenancy Commissioner returns to duty, but an appointment under this section shall not be made for a period of longer than six months. 1979, c. 78, s. 78.

Staff

79.—(1) The Commission may, subject to the approval of the Lieutenant Governor in Council, establish job classifications, terms and conditions of employment, salary ranges and other benefits for its officers and employees and may appoint, employ and promote its officers and employees in conformity with the classifications, terms and conditions, salary ranges and benefits so approved.

Application of
R.S.O. 1980,
cc. 419, 490

(2) The *Public Service Superannuation Act* and the *Superannuation Adjustment Benefits Act* apply to the employees of the Commission as though the Commission were a commission designated by the Lieutenant Governor in Council under section 28 of the first mentioned Act. 1979, c. 78, s. 79.

Professional,
technical and
other
assistance

80. The Commission may engage persons other than those appointed under section 79 to provide professional, technical or other assistance to the Commission and may prescribe the duties and other terms of engagement and provide for payment of the remuneration and expenses of such persons. 1979, c. 78, s. 80.

Duties of
Commission

81. The Commission shall,

- (a) perform the duties assigned to it by or under this Act and shall administer this Act and the regulations;
- (b) periodically review this Act and the regulations and recommend from time to time amendments or revisions thereof;
- (c) advise and assist the public on all residential tenancy matters including referral where appropriate to social services and public housing agencies;
- (d) take an active role in ensuring that landlords and tenants are aware of the benefits and obligations established by this Act;
- (e) periodically prepare and publish a summary of significant decisions of the Commission and the reasons therefor. 1979, c. 78, s. 81.

82. All policy guidelines and procedural manuals issued by the Commission which may be used in making determinations under this Act shall be made available for examination by the public. 1979, c. 78, s. 82.

Policy guidelines, etc., available to public

83. No action or other proceeding for compensation or damages shall be instituted against the Commission, any Commissioner, or any member of the Commission staff, for any act done in good faith in the performance or intended performance of any duty or in the exercise or the intended exercise of any power under this Act or a regulation, or for any neglect or default in the performance or exercise in good faith of such duty or power. 1979, c. 78, s. 83.

Immunity of Commission for acts done in good faith

84.—(1) Subject to subsections (3) to (8), the Commission has exclusive jurisdiction to examine into, hear and determine all matters and questions arising under this Act and as to any matter or thing in respect of which any power, authority or discretion is conferred upon the Commission.

Exclusive jurisdiction of Commission

(2) The Commission may determine,

Commission may determine application of Act, etc.

(a) whether this Act applies to a particular living accommodation; and

(b) the rental units, common areas, services and facilities included in a particular residential complex.

(3) The Commission shall not make an order for the payment of money where the amount claimed by any party to the application is in excess of \$3,000, but nothing in this subsection prevents the Commission from arbitrating a dispute and enforcing a decision under section 85 or directing the payment of any rent to the Commission in respect of an amount in excess of \$3,000.

No order where amount claimed by party over \$3,000

(4) Where, under this Act, a person claims a sum of money in excess of \$3,000, he may institute proceedings therefor in any court of competent jurisdiction.

Court jurisdiction

(5) Where, under subsection (4), proceedings are instituted in a county or district court, the court may, where the sum of money claimed is within the monetary jurisdiction of the court in a contract action, hear and determine the matter.

County or district court

(6) Despite the institution of proceedings in court for the recovery of money, unless the court stays proceedings before the Commission on the grounds that it would not be practicable or would be unfair to any party to continue the proceedings before the Commission, which stay the court is hereby empowered to make, the Commission may hear and determine, and may make an order respecting, all aspects of the

Commission proceedings not ordinarily stayed

matters in dispute that do not depend on the determination of the claim for money.

Commission
entitled to
be heard
before stay
ordered

(7) The court shall not order a stay of proceedings before the Commission under subsection (6) without first affording the Commission an opportunity to be heard and to make representations to the court on the matter.

Court
jurisdiction
where
Commission
proceedings
stayed

(8) Where the court orders that proceedings before the Commission be stayed, the court may hear and determine all matters in dispute and may exercise all of the authority of the Commission in that regard and may make any order or decision that the Commission might have made. 1979, c. 78, s. 84.

Arbitration by
Commission

85.—(1) Where a dispute concerning a residential tenancy is not within the jurisdiction of the Commission, the Commission may, with written consent of all parties to the dispute, arbitrate the dispute and in that case the decision of the Commission is final and binding on all parties to the dispute.

Enforcement
of decision

(2) The decision of the Commission under subsection (1) shall be deemed to be an order of the Commission for the purposes of enforcement.

Non-applica-
tion of
R.S.O. 1980,
c. 25

(3) Where the Commission acts as arbitrator under subsection (1), the *Arbitrations Act* does not apply. 1979, c. 78, s. 85.

Minister may
establish
regions

86. The Minister may, by order, establish regions in Ontario for the purposes of this Act. 1979, c. 78, s. 86.

Proceedings
in region

87. An application to the Commission may only be made, and all proceedings before the Commission shall be held, in the region in which the residential complex in question is situate, unless the parties otherwise agree in writing or the Commission otherwise directs. 1979, c. 78, s. 87.

Payment of
Commission's
expenses

88. All expenses incurred and expenditures made by the Commission in the conduct of its affairs shall be paid out of moneys appropriated therefor by the Legislature. 1979, c. 78, s. 88.

Commission
may charge
fee for
copies of
documents,
etc.

89. The Commission may charge a fee in the prescribed amount for furnishing to any person, at his request, copies of forms, notices or documents filed with or issued by the Commission, including policy guidelines and procedural manuals. 1979, c. 78, s. 89.

90. The accounts of the Commission shall be audited by the Provincial Auditor or under his direction by an auditor appointed by the Lieutenant Governor in Council for that purpose, and the salary and remuneration of the auditor so appointed shall be paid by the Commission as part of its administrative expenses. 1979, c. 78, s. 90.

Audit of
Commission's
accounts

91.—(1) The Commission shall at the close of each year file with the Minister an annual report upon the affairs of the Commission.

Annual
report

(2) The Commission shall make such further reports to the Minister and provide him with such information as the Minister may from time to time require.

Further
reports

(3) The Minister shall submit the reports to the Lieutenant Governor in Council and shall then lay the reports before the Assembly if it is in session or, if not, at the next ensuing session. 1979, c. 78, s. 91.

Tabling of
reports

PART IX

PROCEDURE

GENERAL

92. The Commission shall adopt the most expeditious method of determining the questions arising in any proceeding that affords to all persons affected by the proceedings an adequate opportunity to know the issues and be heard on the matter. 1979, c. 78, s. 92.

Commission
to adopt
expeditious
procedures

93.—(1) Every decision of the Commission shall be upon the real merits and justice of the case.

Decision to
be on merits
and justice

(2) In determining the real merits and justice of the case, the Commission shall ascertain the real substance of all transactions and activities relating to the residential complex and the good faith of the participants and in doing so,

Commission
to ascertain
substance of
transactions
and
activities,
etc.

(a) may disregard the outward form of the transactions or the separate corporate existence of the participants; and

(b) may have regard to the pattern of activities relating to the residential complex. 1979, c. 78, s. 93.

94. The offices of the Commission shall operate at times convenient to the public, including, where appropriate, evenings, statutory holidays and week-ends. 1979, c. 78, s. 94.

Commission
to operate at
convenient
times

MAKING OF APPLICATIONS AND
GIVING OF NOTICES

Who may
make
application

95.—(1) A person may make an application to the Commission as a landlord or as a tenant, provided he was a landlord or a tenant at the time the conduct giving rise to the application occurred.

Representa-
tive actions

(2) Where more than one person has a common interest in respect of an application to the Commission, the Commission may authorize one or more of those persons to represent all those persons and any order made by the Commission may be made applicable to all. 1979, c. 78, s. 95.

Form of
application

96.—(1) An application to the Commission shall be made in the prescribed form and shall be signed by the person making the application or his agent.

Where name
of occupant
not known

(2) Where an application is brought against an occupant and the name of the occupant is not known to the person bringing the application, the name of the occupant may be shown in the application as "occupant" and any proceedings may be taken against, and all orders shall be binding on, the person occupying the rental unit as if the occupant had been correctly named.

Where name
of landlord
not known

(3) Where an application is brought against a landlord and the name of the landlord is not known to the person bringing the application, the name of the landlord may be shown in the application as "landlord" and any proceedings may be taken against, and all orders shall be binding on, the landlord as if he had been correctly named. 1979, c. 78, s. 96.

Extension of
time for
application
or appeal

97. The Commission may, whether or not the time for making an application to, or filing a notice of appeal with, the Commission has expired and where it is of the opinion that it would not be unfair to do so, extend the time for the making of the application to, or the filing of the notice of appeal with, the Commission. 1979, c. 78, s. 97.

Landlord
must give
copy of
application to
tenant, etc.

98.—(1) Where a landlord makes an application to the Commission, the landlord shall promptly give a copy of the application to any tenant, sub-tenant or occupant who, at the time the application is made, is directly affected by the issues raised in the application.

Tenant must
give copy of
application to
landlord, etc.

(2) Where a tenant makes an application to the Commission, the tenant shall promptly give a copy of the application to the

landlord, and, where the application is made under section 20 (overholding sub-tenant) or 68 (tenant's obligation to repair mobile home), to any tenant, sub-tenant or occupant who, at the time the application is made, is directly affected by the issues raised in the application.

(3) Where a person other than a landlord or a tenant makes an application to the Commission, the person making the application shall promptly give a copy of the application to the landlord and any tenant, sub-tenant or occupant who, at the time the application is made, is directly affected by the issues raised in the application.

Other applicant must give copy of application to landlord, etc.

(4) The Commission shall, on request, give written directions concerning the giving of copies of an application, and compliance with the directions of the Commission shall be deemed to be compliance with this section. 1979, c. 78, s. 98.

Commission may give written directions

99.—(1) Where this Act permits or requires a notice or document to be given to a person, the notice or document is sufficiently given by,

Method of giving notice, etc.

(a) handing it to the person, or,

(i) where the person is a landlord, to any employee of the landlord exercising authority in respect of the residential complex, or

(ii) where the person is a tenant, sub-tenant or occupant, to an apparently adult person in the rental unit;

(b) leaving it in the mail box where mail is ordinarily delivered to the person; or

(c) sending it by mail to the address where the person resides or carries on business.

(2) Where a notice or document is given by mail, it shall be deemed to have been given on the fifth day after mailing, excluding Saturdays and holidays.

Where notice given by mail

(3) Despite the other provisions of this section, the Commission may, in writing, direct a notice or document to be given in any other manner.

Commission may give written directions

(4) Despite the other provisions of this section, a notice or document shall be deemed to have been validly given

Actual notice is sufficient

where it is proven that the contents of the notice or document actually came to the attention of the person for whom the notice or document was intended. 1979, c. 78, s. 99.

Parties to
application

100. The parties to an application are the person making the application, any person entitled to receive a copy of the application and any person added as a party by the Commission. 1979, c. 78, s. 100.

Changing
parties;
amending
applications

101. Where, in any proceedings under this Act, the Commission is of the opinion that,

- (a) a person who should have been included as a party has not been included as a party or that a party has been incorrectly named, the Commission shall, unless it would be unfair to do so, require that the person be substituted or added as a party to the proceedings, or be correctly named;
- (b) a person who has been included as a party should not be included as a party, the Commission shall require that the person be removed as a party to the proceedings; or
- (c) an amendment to the application is justified and fair, the Commission may direct the application be amended accordingly. 1979, c. 78, s. 101.

PROCEDURE OF COMMISSION

Commission
to mediate

102.—(1) Where an application has been made to the Commission, other than an application under section 126 (whole building rent review), the Commission shall inquire into the matter and shall assist the parties to the proceeding in attempting to settle the matter by agreement.

Frivolous or
vexatious
applications,
etc.

(2) The Commission may refuse to accept any application or to continue any proceeding, where in its opinion, the matter is trivial, frivolous, vexatious or has not been initiated in good faith.

Withdrawing
application

(3) An applicant may withdraw an application at any time before an order is made, but where the application is made under section 126, the application may only be withdrawn with the consent of the Commission. 1979, c. 78, s. 102.

Decision
to hold
hearing

103.—(1) Where an application is made under section 126 or where the Commission has enquired into the matter and is of the opinion that,

- (a) it is unlikely that the parties to a proceeding will be able to settle the matter by agreement; or
- (b) the urgency of having the matter resolved requires that a determination be made,

the Commission shall notify the parties and hold a hearing.

(2) A hearing under subsection (1) shall be held before a Commissioner and the Commissioner may exercise any of the powers of the Commission and an order of the Commissioner shall be deemed to be the order of the Commission.

Hearing to be before one Commissioner

(3) A Commissioner is not disqualified from holding a hearing and determining a matter by reason only of the fact that,

Commissioner not disqualified by reason of mediating, etc.

- (a) he attempted to assist the parties to the proceeding in settling the matter by agreement; or

- (b) he took part in an inquiry or inspection related to the dispute. 1979, c. 78, s. 103.

104.—(1) Where several different applications have been made to the Commission, and the Commission is of the opinion that it would be appropriate to determine the issues raised by the applications together, the Commission may hear and determine the issues in dispute at a common hearing.

Issues may be heard together

(2) Where the Commission is of the opinion that it would be appropriate to deal with some of the issues raised by an application at separate hearings, the Commission may direct that some of the issues be dealt with separately and may set additional hearing dates for the determination of those issues. 1979, c. 78, s. 104.

Issues may be heard separately

105.—(1) The *Statutory Powers Procedure Act* applies to proceedings by the Commission in the exercise of a statutory power of decision.

Application of R.S.O. 1980, c. 484

(2) The giving to a party of a copy of an application to the Commission shall be deemed to be compliance with section 8 of the *Statutory Powers Procedure Act*. 1979, c. 78, s. 105.

Deemed compliance

106. All parties to a proceeding under this Act are entitled to examine, and the Commission shall make available for examination, all material filed with the Commission relevant to the proceeding. 1979, c. 78, s. 106.

Parties may examine material

Commission
to question
parties, etc.

107. At the hearing, the Commission shall question the parties who are in attendance at the hearing and any witnesses, with a view to determining the truth concerning the matters in dispute. 1979, c. 78, s. 107.

Commission
may
investigate, etc.

108. The Commission may, before or during a hearing,

- (a) conduct any inquiry or inspection it considers necessary; and
- (b) question any person, by telephone or otherwise, concerning the dispute. 1979, c. 78, s. 108.

Commission
may consider
all relevant
information

109. In making its determination, the Commission may consider any relevant information obtained by the Commission in addition to the evidence given at the hearing, provided that it first informs the parties of the additional information and gives them an opportunity to explain or refute it. 1979, c. 78, s. 109.

Making of
order
applied for

110.—(1) After holding a hearing, and having regard to all the circumstances, where the Commission is satisfied that one or more orders that have been applied for is justified, it shall make that order or those orders.

Making of
other orders

(2) After holding a hearing and having regard to all the circumstances, where the Commission is satisfied that another order that could have been applied for is justified, it may make that other order.

Terms and
conditions

(3) The Commission may include in any order terms and conditions it considers proper in all the circumstances. 1979, c. 78, s. 110.

MATTERS RELATED TO COMMISSION ORDERS

Where
unfairness
will prevent
eviction

111. Where an application has been made by a landlord for an eviction order, the Commission shall refuse to make the eviction order where the Commission is satisfied, having regard to all the circumstances, that it would be unfair to evict the tenant. 1979, c. 78, s. 111.

Compensation
for
overholding

112.—(1) A landlord is entitled to compensation for the use and occupation of a rental unit by a tenant after his tenancy has been terminated.

Eviction
order to include
order for
compensation
for overholding

(2) Where the Commission makes an eviction order, it shall make an order requiring the tenant to compensate the

landlord for the use and occupation of the rental unit calculated for each day the tenant remains in occupation following the termination of the tenancy.

(3) Where a landlord obtains an order under subsection (2) or section 49 requiring a tenant to compensate him for the use and occupation of the rental unit, the landlord may, within thirty days of the date the tenant ceased to occupy the rental unit, file with the Commission a copy of the order and a statement in the prescribed form setting out the number of days that the tenant remained in occupation following the termination of the tenancy, and the Commission shall calculate the final amount due under the order and shall add a statement to the order setting out the final amount, which statement shall comprise a part of the order.

Settlement
of order
for
compensation
for
overholding

(4) The acceptance by the landlord of arrears of rent or compensation for use or occupation of the rental unit after a tenancy has been terminated does not operate as a waiver of the termination or as a reinstatement of the tenancy or as the creation of a new tenancy unless the parties so agree.

Payment
by overholding
tenant does
not
reinstate
tenancy

(5) Where a tenant does not give up occupancy of the rental unit after his tenancy has been terminated and a person brings proceedings against the landlord to enforce a right to occupy the rental unit occupied by the tenant, the tenant is liable to the landlord for any compensation that the landlord is required to pay as a result of the tenant's failure to give up occupancy, and the landlord may add the tenant as a third party in the proceedings. 1979, c. 78, s. 112.

Liability of
overholding
tenant

113.—(1) Where under section 29 (vital services) or 43 (failure of landlord to comply with Commission order) the Commission directs a tenant to pay to the Commission all or part of his rent that would otherwise be payable to the landlord or where a tenant has paid all or part of his rent to the Commission under subsection 28 (6) (landlord's responsibility to repair), the Commission may pay from the rent it receives such amount as the Commission considers necessary for the following purposes:

Use of
money where
rent paid to
Commission

1. To pay the tenant for any action authorized under clause 28 (4) (c) or clause 67 (2) (c).
2. To restore, or prevent the discontinuance of, the supply of a vital service.

(2) Where the rent received by the Commission exceeds the sum of,

Excess
paid to
landlord

- (a) any amount paid under subsection (1); and

- (b) the amount that in the opinion of the Commission is necessary to ensure compliance by the landlord with an order of the Commission or a court,

the Commission shall pay the excess to the landlord.

Periodic
review of
need to
hold rent

(3) Where the Commission is holding rent to ensure compliance by the landlord with an order of the Commission or a court, the Commission shall, on the request of the landlord, or in any event not less often than once a month, review the necessity of continuing to hold the rent.

Payment of
interest to
Treasurer

(4) Interest earned on moneys held by the Commission shall be paid to the Treasurer of Ontario. 1979, c. 78, s. 113.

NOTE.—See section 136 for the day of the coming into force of sections 111 to 113.

Where tenant
may deduct
compensation
from rent

114.—(1) Where the Commission makes an order requiring a landlord to compensate a tenant, the Commission may make an order that the tenant recover the compensation by deducting a specified sum from his rent for a specified number of rent payment periods.

Where
compensation
to landlord may
be paid in
instalments

(2) Where the Commission makes an order requiring a tenant to compensate a landlord, the Commission may make an order permitting the tenant to pay the compensation by paying a specified sum together with his rent for a specified number of rent payment periods.

Lump sum
payments

(3) The Commission may, on the application of the landlord or the tenant, rescind an order made under subsection (1) or (2), and may order that any compensation still owing be paid in a lump sum. 1979, c. 78, s. 114.

Enforcement
of order for the
payment of
money

115.—(1) A certified copy of an order of the Commission for the payment of money may be filed with the Supreme Court or with a county or district court and, on being filed, the order has the same force and effect and all proceedings may be taken on it, as if it were a judgment of that court.

Variation
of order

(2) Where an order filed under subsection (1) is rescinded or varied, upon filing in accordance with subsection (1), the order or decision rescinding or varying the order previously made,

- (a) if the order or decision rescinds the order previously made, the order previously made ceases to have effect for the purposes of subsection (1); or
- (b) if the order or decision varies the order previously made, the order previously made as so varied may

be enforced in a like manner as an order or decision filed under subsection (1). 1979, c. 78, s. 115.

116.—(1) An order evicting a tenant, sub-tenant or occupant may be filed with the county or district court and, on being filed, has the same force and effect and all proceedings may be taken on it, as if it were an order of that court, and the clerk of the court shall issue a writ of possession. When writ of possession may issue

(2) An employee of the Commission may be appointed as a sheriff's officer and may obtain the assistance of one or more police officers for the purpose of enforcing writs of possession. 1979, c. 78, s. 116. Enforcement of writ of possession

NOTE.—*See section 136 for the day of the coming into force of section 116.*

APPEALS

117.—(1) Any party to an application who took part in the hearing may, within fifteen days of receiving the decision or order of a Commissioner, appeal the decision or order by filing a notice of appeal in the prescribed form with the Commission and promptly giving a copy of the notice, Appeal from order of Commissioner

(a) where a tenant is appealing a decision or order resulting from an application under section 126 (whole building rent review), to the landlord;

(b) where a landlord is appealing a decision or order resulting from an application under section 126, to the tenant of each rental unit in respect of which the appeal is brought; and

(c) in all other cases, to all other parties to the application who took part in the hearing.

(2) Despite the fact that a person did not appear at the hearing, he may apply to a member of the Board of Commissioners for permission to appeal and the member of the Board may, in his discretion, permit the person to appeal upon such terms and conditions as the member of the Board considers just. Permission to appeal

(3) The parties to the appeal are the person appealing, any person entitled to receive a copy of the notice of appeal and any person added as a party by the Commission. Parties to appeal

(4) Where a notice of appeal is filed under subsection (1), the Commissioner who made the order or decision being appealed Reasons to be given by Commissioner

shall, where he has not already done so, prepare reasons for the decision or order and give a copy of the reasons to each party to the appeal.

Findings
of fact
considered
true unless
objection
made

(5) The findings of fact set out in the reasons for the decision or order being appealed may be taken to be true unless, within seven days of the filing of the notice of appeal or receipt of a copy thereof, or within seven days of receiving the reasons, whichever is later, a party to the appeal files a statement in the prescribed form with the Commission and gives a copy of the statement to all other parties to the proceeding setting out,

- (a) the findings of fact set out in the reasons with which he disagrees; and
- (b) any facts he intends to prove at the hearing of the appeal that were not set out in the reasons.

Limitation of
evidence on
appeal

(6) At the hearing of the appeal, the introduction of evidence shall, unless the appeal panel otherwise directs, be limited to proving facts,

- (a) with which a party to the appeal has disagreed in a statement filed under subsection (5); or
- (b) which a party to the appeal has stated, in a statement filed under subsection (5), he intends to prove.

Composition
of appeal
panel

(7) The appeal shall be heard before an appeal panel composed of two Appeal Commissioners and one member of the Board of Commissioners, none of whom took part in the making of the decision or order being appealed.

Powers of
appeal panel

- (8) After the hearing of the appeal, the appeal panel may,
- (a) affirm the decision or order of the Commissioner; or
 - (b) make any decision or order that a Commissioner is authorized to make under this Act, and for such purposes the appeal panel may substitute its opinion for that of the Commissioner.

Appeal panel
may rehear
appeal

(9) The appeal panel may decide on its own motion to rehear an appeal where in its opinion there has been a serious error, and at such rehearing, the appeal panel may confirm, rescind, amend or replace any decision or order previously made.

Order of appeal
panel deemed
order of
Commission

(10) A decision or order of the appeal panel shall be deemed to be the decision or order of the Commission. 1979, c. 78, s. 117.

118.—(1) Any party to an appeal under section 117 may, Appeal to Divisional Court on a question of law, appeal a decision or order of the Commission to the Divisional Court.

(2) An appeal under subsection (1) shall be by way of Appeal to be by stated case stated case and the Commission shall, after service of the notice of appeal in accordance with the rules of court, upon the request of the person appealing, state a case in writing to the Divisional Court setting out the material facts found by the Commission and the grounds on which the decision or order is questioned.

(3) The Commission is entitled to be heard, by counsel or Commission entitled to be heard on appeal otherwise, upon the argument of an appeal under this section.

(4) Where a case is stated under subsection (2), the Divisional Powers of Divisional Court Court shall hear and determine the appeal and may,

- (a) affirm, rescind, amend or replace the decision or order;
- (b) cause the case to be sent back to the Commission for amendment and deliver judgment after it has been amended; or
- (c) remit the matter to the Commission with the opinion of the Divisional Court,

and may make,

- (d) any other order in relation to the matter that it considers proper; and
- (e) any order, with respect to costs, that it considers proper. 1979, c. 78, s. 118.

119. Unless otherwise ordered by,

- (a) where an appeal is taken under section 117, a member of the Board of Commissioners; or
- (b) where an appeal is taken under section 118, a judge of the Divisional Court,

Certain orders not stayed pending appeal

an appeal from an order made under any of the following provisions does not stay the order pending the hearing of the appeal:

1. Subsection 17 (1).
2. Subsection 20 (2).
3. Clause 25 (3) (a).
4. Clause 28 (4) (c) or (e).
5. Clause 29 (2) (a), (d) or (e).
6. Subsection 29 (4).
7. Clause 30 (2) (a) or (d)
8. Clause 31 (3) (a).
9. Clause 36 (2) (a) or (c).
10. Clause 37 (2) (e).
11. Clause 38 (3) (a) or (d).
12. Section 39.
13. Clause 41 (2) (c).
14. Clause 42 (2) (b).
15. Section 43 or 44.
16. Clause 49 (a).
17. Section 50.
18. Subsection 51 (1).
19. Subsection 52 (1).
20. Section 54.
21. Section 56.
22. Subsection 59 (3).
23. Clause 62 (2) (a).
24. Clause 63 (13) (b).
25. Clause 64 (4) (a).
26. Clause 67 (2) (c) or (e). 1979, c. 78, s. 119.

NOTE.—*See section 136 for the day of the coming into force of section 119.*

PART X

MISCELLANEOUS

120. The Lieutenant Governor in Council may make Regulations regulations,

- (a) prescribing, for the purposes of section 131, matters in respect of which the Commission may make findings;
- (b) exempting from Part XI rental units the monthly rental for which is \$750 or more;
- (c) prescribing fees for the purposes of section 89;
- (d) prescribing the form of assignments and subletting agreements and consents thereto;
- (e) prescribing the form of a notice of rent increase for the purposes of section 60;
- (f) prescribing the form of an inventory and of a written report for the purposes of section 63,
- (g) prescribing the form of an application to the Commission;
- (h) prescribing the form of a notice of appeal for the purposes of subsection 117 (1);
- (i) prescribing the form of a statement for the purposes of subsection 117 (5);
- (j) prescribing the form of a statement for the purposes of subsection 112 (3);
- (k) prescribing anything that by this Act may be prescribed. 1979, c. 78, s. 120.

121. Substantial compliance with the requirements of this Act respecting the contents of forms, notices or documents is sufficient unless the Commission is of the opinion that it would result in unfairness to any person. 1979, c. 78, s. 121.

Substantial compliance with forms, etc., sufficient

122. Any person may, without let or hindrance, organize or participate in an association the purpose of which is to secure and enforce the rights established by this Act. 1979, c. 78, s. 122.

Right to organize or participate in association

Offences

123.—(1) Any person who,

- (a) knowingly fails to obey an order of the Commission;
- (b) knowingly furnishes false information in any application, report or statement to the Commission under this Act or in any proceedings before the Commission;
- (c) knowingly breaches an obligation imposed upon him by subsection 25 (1) or (2) (changing of locks), subsection 26 (1) (right to privacy), subsection 29 (1) (withholding vital services), subsection 31 (1) (seizure of tenant's property), subsection 32 (1) (posting notice of legal name of landlord), subsection 35 (1) or (2) (entry of political canvassers); or
- (d) harasses a tenant for the purpose of forcing the tenant to vacate or abandon a rental unit,

and every director or officer of a corporation who knowingly concurs in the prohibited act is guilty of an offence and on conviction is liable to a fine not exceeding \$2,000.

Where
corporation
convicted

(2) Where a corporation is convicted of an offence under subsection (1), the maximum penalty that may be imposed upon the corporation is \$25,000, and not as provided therein. 1979, c. 78, s. 123.

PART XI

RENT REVIEW

Only one
rent increase
per year

124. The rent charged for a rental unit shall not be increased more often than once in any twelve-month period. 1979, c. 78, s. 124.

Maximum
permitted
rent increase
without
application

125. Unless otherwise authorized under this Act, no landlord shall increase the rent charged for a rental unit by more than 6 per cent of the last rent that was charged for an equivalent rental period. 1979, c. 78, s. 125.

Application
by landlord

126.—(1) Where a landlord desires to increase the rent charged for a rental unit by more than the percentage referred to in section 125, he may apply to the Commission for an order permitting him to do so, whether or not the rental unit is the subject of a tenancy agreement at the time of application.

(2) When the landlord applies to the Commission for an order under subsection (1), he shall, as part of the same application, apply for a determination of the rents that may be charged for all of the rental units in the residential complex in which the units are situate when such units are rented or re-rented during the twelve-month period following the effective date of the first rent increase applied for, whether or not those units are the subject of tenancy agreements at the time of application. Whole building review

(3) An application under this section shall state the reasons for the intended increases and shall be made not less than sixty days before the effective date of the first intended rent increase that exceeds the percentage referred to in section 125. Reasons for and time of application

(4) Where an application is made under this section, the landlord shall, not later than fourteen days before the date of the hearing of the application, file with the Commission all the material on which he intends to rely in support of his application, but the Commission may direct the landlord to file additional material and the hearing shall not commence or proceed until the other parties have had an opportunity to examine the additional material. 1979, c. 78, s. 126. Filing of material

127.—(1) A tenant who desires to dispute any intended rent increase for his rental unit may apply to the Commission for an order requiring the landlord to reduce the amount of the rent increase. Application by tenant

(2) Subsection (1) does not apply to a rent increase that results in a rent not exceeding the maximum approved by the Commission for the applicable rental unit. Exception

(3) An application under this section shall be made not less than sixty days before the effective date of the intended rent increase. 1979, c. 78, s. 127. Time for application

128. Where a rental unit that has not been rented during the previous twelve-month period then becomes rented, the rent then charged shall form the basis for determining whether subsequent rent increases exceed the percentage referred to in section 125, provided that the rent charged is comparable to the average rent charged for similar rental units in the residential complex. 1979, c. 78, s. 128. Where vacant unit becomes rented

129.—(1) No tenant is liable to pay any rent increase in excess of that permitted to be charged under this Part. Tenant not liable to pay illegal rent increase

(2) Where, on the application of a tenant, the Commission determines that the tenant has paid an amount of rent that Remedy

is in excess of that permitted by this Part, the Commission shall order that the landlord pay the excess to the tenant and shall declare the rent that may lawfully be charged. 1979, c. 78, s. 129.

Commission
may hear
application
under s. 126
although
notice of
rent increase
not yet given

130. Where under section 126 a landlord applies to the Commission for a determination of the rents that may be charged for all rental units in a residential complex, the Commission is empowered to hear the application and to determine the rent that may be charged for each rental unit despite the fact the landlord may not have, in respect of any rental unit, given notice under section 60 (notice of rent increase), but nothing in this section relieves the landlord from compliance with section 60. 1979, c. 78, s. 130.

Commission
determination
of total
rent increase

131.—(1) Where an application is made by a landlord under section 126, the Commission shall determine the total rent increase for the residential complex that is justified by,

- (a) the findings of the Commission concerning operating costs, financing costs and capital expenditures that the landlord has experienced or will experience in respect of the residential complex;
- (b) the findings of the Commission concerning a financial loss that the landlord has experienced or will experience in respect of the residential complex;
- (c) the findings of the Commission concerning an improvement or deterioration in the standard of maintenance and repair of the residential complex or any rental unit located therein;
- (d) the findings of the Commission concerning matters prescribed by the regulations.

Limitation on
consideration
of financing
costs

(2) In reaching its findings concerning financing costs under clause (1) (a), the Commission shall consider increases in financing costs resulting from the landlord's purchase of the residential complex only to the extent necessary to prevent a financial loss by the landlord.

Relief of
hardship

(3) When the total rent increase for the residential complex has been determined under subsection (1), if the resulting gross revenue does not exceed the costs found under clause (1) (a) by at least 2 per cent, the Commission may, where it considers it necessary to relieve the landlord from hardship, allow the landlord the additional revenue required to raise the gross revenue to not more than 2 per cent above the costs found.

(4) In apportioning the total rent increase determined under subsections (1) and (3) amongst the rental units in the residential complex, the Commission may take into account the following matters:

Apportionment
of total rent
increase

1. The rent schedule proposed by the landlord in his application.
2. Variations, and the reasons therefor, in the rents being charged by the landlord for similar rental units within the residential complex.
3. Rents and variations in the rents being charged by other landlords for similar rental units situate in similar residential complexes within the same geographical vicinity.

(5) Where the Commission has determined and apportioned the total rent increase under this section,

Order setting
maximum
rent chargeable
for each unit

- (a) the Commission shall make an order setting the maximum rent that may be charged for each rental unit that is under review and the date the rents may take effect; and
 - (b) the Commission may order the landlord or tenant to pay to the other any sum of money that is owed to the other by reason of the decision of the Commission in setting the maximum rent for a rental unit.
- 1979, c. 78, s. 131.

132.—(1) Where an application is made by a tenant under section 127, in determining a rent increase for the rental unit, the Commission shall, except where there has been an application under section 126 (whole building rent review), consider only the following matters:

Considerations
where tenant
applies

1. Variations, and the reasons therefor, in the rents being charged by the landlord for similar rental units within the residential complex.
2. Rents being charged by other landlords for similar rental units situate in similar residential complexes within the same geographical vicinity.
3. An improvement or deterioration shown to have occurred in the standard of maintenance and repair that affects the rental unit.

(2) Where the Commission has made a determination on the application,

Order setting
maximum
rent chargeable
for the unit

- (a) the Commission shall make an order setting the maximum rent that may be charged for the rental unit under review; and
- (b) the Commission may order the landlord or tenant to pay to the other any sum of money that is owed to the other by reason of the decision of the Commission setting the maximum rent for the rental unit. 1979, c. 78, s. 132.

Rent
chargeable
until order
takes effect

133. Where a notice of an intended rent increase has been given under section 60, a rent increase up to the lesser of,

- (a) the intended rent increase specified in the notice; and
- (b) the limit imposed by section 125,

may be charged and collected by the landlord until such time as the Commission's order setting the maximum rent that may be charged for the rental unit takes effect. 1979, c. 78, s. 133.

Exemptions

134.—(1) The following rental units are exempt from this Part:

- (a) a rental unit situate in a residential complex owned, operated or administered by or on behalf of the Government of Canada or Ontario or a municipality, including a regional, district or metropolitan municipality, or any agency thereof;
- (b) a rental unit situate in a non-profit housing project, rents for which are subject to the approval of the Government of Canada or Ontario or a municipality, including a regional, district or metropolitan municipality, or any agency thereof, or situate in a non-profit co-operative housing project as defined in the *National Housing Act* (Canada);
- (c) a rental unit situate in a building, no part of which was occupied as a rental unit before the 1st day of January, 1976;
- (d) a rental unit that is a mobile home or mobile home site that was not occupied as a rental unit before the 1st day of January, 1976;
- (e) a rental unit the monthly rental for which is \$750 or more, if the Lieutenant Governor in Council has,

R.S.C. 1970,
c. N-10

by regulation made after the 31st day of December, 1979, exempted such premises from the provisions of this Part;

- (f) a rental unit not otherwise exempt from this Act that is provided by an educational institution to a student or member of its staff except that, where there is a council or association representing the residents, the exemption does not apply in respect of a rent increase unless there has been consultation with the council or association respecting the increase;
- (g) a rental unit situate in a residential complex owned, operated or administered by a religious institution for a charitable use on a non-profit basis.

(2) This Part does not apply to a rent increase to a tenant in subsidized public housing who is occupying a rental unit other than a unit referred to in clause (1) (a) or (b), but this Part does not apply to the unit itself.

(3) Where a landlord, by reason of the existence of depressed economic conditions in a local municipality, designated by order of the Minister, reduces a tenant's rent, and thereafter, not sooner than twelve months after the reduction took effect, desires to increase the rent, the landlord may increase the rent to,

- (a) the maximum rent that could have been charged by the landlord for the rental unit at the date of the intended increase without applying to the Commission under section 126 had the rent not been decreased; or
- (b) the current maximum rent previously established by the Commission on an application made under section 126. 1979, c. 78, s. 134.

PART XII

COMMENCEMENT AND TRANSITIONAL

135.—(1) Where, before the day the repeal of Part IV of the *Landlord and Tenant Act* takes effect,

- (a) circumstances arise that give grounds for making an application under Part IV of the *Landlord and Tenant Act*; or
- (b) an application is made under Part IV of the *Landlord and Tenant Act*,

Subsidized
public
housing

Application
of Part in
economically
depressed
municipality

Transitional
on repeal of
R.S.O. 1980,
c. 232,
Part IV

then despite the repeal of Part IV, that Part continues in force for the purposes of and applies to,

(c) making an application in the case mentioned in clause (a) and hearing and making orders in respect of that application or in respect of an application mentioned in clause (b) and appeals from such orders; and

(d) enforcing orders made under Part IV of that Act,

and Parts I to X of this Act do not apply to applications made or entitled to be made under Part IV of the *Landlord and Tenant Act* by reason of this section.

R.S.O. 1980,
c. 232

NOTE.—*See section 136 for the day of the coming into force of subsection 135 (1).*

Application

(2) This Act, except sections 5 to 59, 62 to 69, 74, 111 to 113, 116, 119, subsection 135 (1) and the Schedule applies to tenancies under tenancy agreements entered into or renewed before and subsisting on the 17th day of August, 1979 or entered into on or after that day.

Idem

(3) The provisions of sections 5 to 59, 62 to 69, 74, 111 to 113, 116, 119, subsection 135 (1) and the Schedule apply to tenancies under tenancy agreements entered into or renewed before and subsisting on the day the provision comes into force or entered into on or after that day. 1979, c. 78, s. 139, *revised*.

Commence-
ment

136. Sections 5 to 59, 62 to 69, 74, 111 to 113, 116, 119, subsection 135 (1) and the Schedule do not come into force until a day to be named by proclamation of the Lieutenant Governor. 1979, c. 78, s. 140, *revised*.

SCHEDULE

STANDARD RESIDENTIAL

TENANCY AGREEMENT

INSTRUCTIONS FOR LANDLORD AND TENANT

IF YOU HAVE ANY QUESTIONS CONCERNING THIS TENANCY AGREEMENT OR YOUR RIGHTS AND OBLIGATIONS UNDER THE *RESIDENTIAL TENANCIES ACT*, YOU ARE INVITED TO ASK THE RESIDENTIAL TENANCY COMMISSION FOR ASSISTANCE. THE COMMISSION HAS BEEN ESTABLISHED TO ADVISE AND ASSIST THE PUBLIC ON ALL RESIDENTIAL TENANCY MATTERS. IN ADDITION, THE COMMISSION HAS POWER TO MEDIATE AND DECIDE DISPUTES BETWEEN LANDLORDS AND TENANTS.

This is the Standard Residential Tenancy Agreement, established under the *Residential Tenancies Act*. This agreement is applicable to all residential tenancies in Ontario.

The agreement must be signed by both the landlord and the tenant, or their agents.

Two copies of the agreement must be completed, one of which is to be given to the tenant.

No part of the tenancy agreement may be altered or deleted, but additional benefits and obligations may be added.

TENANCY AGREEMENT

This tenancy agreement is made between:

_____, the landlord
Name

Address

Telephone

— and —

Name(s)

_____, the tenant.

Rental
Unit

1. The landlord will rent to the tenant and the tenant will rent from the landlord the following rental unit:

Apt. No. Street Name and Number

(or other
appropriate
description)

City, Town, etc.

Postal Code

2. COMPLETE EITHER (a) OR (b) AND CHECK (✓) Nature and Duration of Tenancy
WHICH IS APPLICABLE:

- ☐ (a) The tenancy is for a fixed term beginning on the _____ day of _____, 19____ and ending on the _____ day of _____, 19____. (The tenancy will then automatically renew as a monthly tenancy unless terminated under the *Residential Tenancies Act*)

- ☐ (b) The tenancy is periodic (e.g. weekly, monthly, etc.) beginning on the _____ day of _____, 19____ and running from _____ (week to week, month to _____ month, etc., as the case may be)

3. (a) The rent for the rental unit is \$_____ per _____ Rent (week, month, _____, payable in advance etc., as the case may be)

for the duration of the tenancy. The first payment is \$_____ (pro-rated as necessary) and thereafter \$_____ per _____, payable on the (week, month, etc., as the case may be)

_____ day of every _____ (week, month, etc., as the case may be)

Rent payments are to be made to _____ (Name and address _____)

where payment to be made)

- (b) The rent mentioned above includes payment for all services and facilities (e.g. parking, utilities, appliances, etc.) promised by the landlord, including:

Provision of the following services and facilities is the responsibility of the tenant: _____

Rent
Deposit

4. THIS PROVISION IS OPTIONAL. CHECK THE BOX
✓) IF THE PROVISION IS TO APPLY: ☐

(a) The tenant agrees to pay the landlord a rent deposit

in the amount of \$ —, which will be applied only
in payment of rent for the period immediately
preceding the termination of the tenancy.

(b) The landlord will pay annually to the tenant interest
on the rent deposit at the rate of 9 per cent per year.

The interest will be paid on _____
of each year. (Insert date)

Residential
Tenancies
Act

5. The landlord and the tenant promise to comply with all
obligations imposed on them by the *Residential Tenancies
Act*.

Additional
Obligations

6. The landlord and the tenant promise to comply with any
additional obligations set out below.

(NOTE: *Additional benefits and obligations cannot conflict
with the Residential Tenancies Act, and where an
obligation concerns the tenant's use, occupancy or maintenance
of the rental unit or residential complex or use of services and
facilities provided by the landlord, the obligation cannot be
enforced unless it is reasonable in all the circumstances.*)

Reasonable
Rules

7. The tenant promises to comply with the rules concerning
the tenant's use, occupancy or maintenance of the rental
unit or residential complex or use of services and facilities
provided by the landlord that are set out below and as may,
from time to time, be established or modified by the
landlord, provided that the rules are in writing, made
known to the tenant and reasonable in all the circumstances.

Signature of Landlord or authorized agent

Date

Signature of Tenant(s)

With regard to paragraphs 6 and 7 of this tenancy agreement, the landlord and tenant are referred to section 6 of the *Residential Tenancies Act* which provides:

6.—(1) In addition to the benefits and obligations contained in the form of tenancy agreement set out in the Schedule, a landlord and tenant may provide in a written tenancy agreement for other benefits and obligations which do not conflict with this Act, but where an obligation concerns the tenant's use, occupancy or maintenance of the rental unit or residential complex or use of services and facilities provided by the landlord, the obligation cannot be enforced unless it is reasonable in all the circumstances. Additions to standard form

(2) A landlord shall not establish or modify, nor can he enforce, rules concerning the tenant's use, occupancy or maintenance of the rental unit or residential complex or use of services and facilities provided by the landlord unless they are in writing, made known to the tenant and reasonable in all the circumstances. House rules to be reasonable

(3) Unless shown to be otherwise, for the purposes of this section, a rule or obligation is reasonable where it is, Where rule reasonable

(a) intended to,

(i) promote fair distribution of services and facilities to the occupants of the residential complex,

(ii) promote the safety or welfare of persons working or residing in the residential complex, or

(iii) protect the landlord's property from abuse;

(b) reasonably related to the purpose for which it is intended;

(c) applicable to all tenants in a fair manner; and

(d) sufficiently clear in its prohibition, direction or limitation of the tenant's conduct to inform him of what he must do or must not do in order to comply with it.

Determination
of
reasonableness

(4) A landlord or a tenant may apply to the Commission to determine whether a rule or obligation is reasonable in all the circumstances.

Where
compliance
order not to
issue

(5) Where the Commission determines that the tenant has breached the obligation imposed by subsection 40 (1) (compliance with additional obligations), no order shall be made under clause 40 (4) (a) or (b) unless the Commission is of the opinion that the breach has resulted in damage beyond ordinary wear and tear to the rental unit or residential complex or unreasonable interference with,

(a) the safety; or

(b) the enjoyment for all usual purposes by the landlord or any tenant or members of their households,

of the residential complex or any rental unit.

NOTE.—See section 136 for the day of the coming into force of this Schedule.

